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Attorneys for Defendant  
The Boeing Company

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DEBORAH GETZ, individually and as a surviving  
heir of decedent KRISTOFER D.S. THOMAS;  
RODNEY THOMAS, individually and as a  
surviving heir of decedent, KRISTOFER D.S.  
THOMAS; MARY DUFFMAN, individually and as  
a surviving heir of decedent, SCOTT E.  
DUFFMAN; SOPHIA DUFFMAN, a minor,  
individually and as a surviving heir of decedent  
SCOTT E. DUFFMAN, by and through her  
Guardian ad Litem, MARY DUFFMAN;  
CHRISTINE VAUGHN, individually and as a  
surviving heir of decedent, TRAVIS R. VAUGHN;  
BRAD VAUGHN, individually and as a surviving  
heir of decedent, TRAVIS R. VAUGHN; JILL  
GARBS, individually and as a surviving heir of  
decedent RYAN GARBS; DOUG GARBS,  
individually and as a surviving heir of decedent,  
RYAN GARBS; JORDAN LANHAM; JERRY  
GOLDSMITH; RYANNE NOSS, individually and  
as spouse of SCOT NOSS; TIMOTHY BRAUCH;  
CHRIS TRISKO, MARK DANIEL HOUGHTON,

Plaintiffs,

v.

THE BOEING COMPANY, a corporation;  
HONEYWELL INTERNATIONAL, INC., a  
corporation; GOODRICH CORPORATION, a  
corporation; BF GOODRICH AEROSPACE;  
CHANDLER EVANS CONTROL SYSTEMS;  
GENERAL ELECTRIC and DOES 1 through 200,  
inclusive,

Defendants.

E-filing

ORIGINAL  
FILED

DEC 18 2007

RICHARD W. WIEKING  
CLERK U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CV 07

6396

DECLARATION OF RICHARD S.  
CHON IN SUPPORT OF DEFENDANT  
THE BOEING COMPANY'S NOTICE  
OF REMOVAL

FAXED

1 I, Richard S. Chon, do hereby declare that:

2 1. I am an attorney licensed to practice before all of the courts of the State of  
3 California and am an associate of the law firm of Perkins Coie, LLP, attorneys of record for  
4 The Boeing Company ("Boeing").

5 2. I am one of the attorneys responsible for the handling of this file and, in this  
6 capacity, have personal knowledge of the facts set forth in this declaration. If called as a witness,  
7 I would testify as set forth herein.

8 3. This declaration is made in support of Boeing's Notice of Removal.

9 4. Attached hereto as Exhibit A is a true and correct copy of the Summons and  
10 Complaint (Plaintiffs' Complaint; Bodily Injuries; and Loss of Consortium), which was filed in  
11 the case of *Deborah Getz, et al. v. The Boeing Company, a corporation, et al.*, Superior Court of  
12 the State of California, County of San Francisco, Case No. CGC07-467912, on October 5, 2007.

13 5. Attached hereto as Exhibit B is a true and correct copy of the United States Army,  
14 Material Inspection and Receiving Report Form DD250.

15 6. Attached hereto as Exhibit C is a true and correct copy of the proposed Answer of  
16 The Boeing Company to Plaintiffs' Complaint that it intends to file immediately after this case  
17 has been removed and assigned a case number.

18 7. Attached collectively hereto as Exhibit D are the Notices of Consent and Joinder  
19 from Honeywell International Inc., Goodrich Corporation, BF Goodrich Aerospace, and General  
20 Electric.

21 8. Attached collectively hereto as Exhibit E are Defendant Goodrich Corporation's  
22 Answer to Plaintiffs' Complaint and Plaintiffs' Amendment to Complaint, which were filed in the  
23 state court action.

24 ///

25 ///

26 ///

27 ///

28 ///

1 I declare under penalty of perjury under the laws of the State of California and the United  
2 States of America that the foregoing is true and correct and that this declaration was executed on  
3 this 18th day of December, 2007, in San Francisco, California.

4  
5 /s/  
Richard S. Chon  
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# **Exhibit A**

# SUMMONS (CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:****(AVISO AL DEMANDADO):**

THE BOEING COMPANY, a corporation, HONEYWELL INTERNATIONAL, INC., a corporation, GOODRICH CORPORATION, a corporation, BF GOODRICH AEROSPACE, CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC, and DOES 1 through 200, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

See 1 in Addendum

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.courtinfo.ca.gov/selfhelp/espanol/](http://www.courtinfo.ca.gov/selfhelp/espanol/)) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:

(El nombre y dirección de la corte es):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN FRANCISCO

San Francisco, CA 94104

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

THOMAS J. BRANDI (Bar # 53208)

THE BRANDI LAW FIRM

44 Montgomery Street, #1050, San Francisco, CA 94104

DATE:

(Fecha) NOV 8 2007

Gordon Park-Li

Clerk, by BERNADETTE THOMPSON  
(Secretario)Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify):

under:

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CCP 416.10 (corporation)     | <input type="checkbox"/> CCP 416.60 (minor)             |
| <input type="checkbox"/> CCP 416.20 (defunct corporation)        | <input type="checkbox"/> CCP 416.70 (conservatee)       |
| <input type="checkbox"/> CCP 416.40 (association or partnership) | <input type="checkbox"/> CCP 416.90 (authorized person) |
| <input type="checkbox"/> other (specify):                        |   |

4. ☐ by personal delivery on (date):

CASE NUMBER  
(Número del Caso):

7-467912

[SEAL]

## Attachments

1. DEBORAH GETZ, individually and as a surviving heir of decedent KRISTOFER D. S. THOMAS, RODNEY THOMAS, individually and as a surviving heir of decedent, KRISTOFER D. S THOMAS, MARY DUFFMAN, individually and as a surviving heir of decedent, SCOTT E. DUFFMAN, SOPHIA DUFFMAN, a minor, individually and as a surviving heir of decedent SCOTT E. DUFFMAN, by and through her Guardian ad Litem, MARY DUFFMAN, CHRISTINE VAUGHN, individually and as a surviving heir of decedent, TRAVIS R. VAUGHN, BRAD VAUGHN, individually and as a surviving heir of decedent, TRAVIS R. VAUGHN, JILL GARBS, individually and as a surviving heir of decedent RYAN GARBS, DOUG GARBS, individually and as a surviving heir of decedent, RYAN GARBS, JORDAN LANHAM, JERRY GOLDSMITH, RYANNE NOSS, individually and as spouse of SCOT NOSS, TIMOTHY BRAUCH, CHRIS TRISKO, MARK DANIEL HOUGHTON

ENDORSED  
FILED  
San Francisco County Superior Court

OCT 5 - 2007

GORDON PARK-LI, Clerk  
BY: CRISTINA E. BAUTISTA  
Deputy Clerk

CASE MANAGEMENT CONFERENCE SET

MAR 7 - 2008 - 9<sup>00</sup> AM

DEPARTMENT 212

THE BRANDI LAW FIRM  
THOMAS J. BRANDI #53208  
DANIEL DELL'OSSO #118203  
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JAMES R. DONAHUE, #105106  
CAULFIED DAVIES & DONAHUE  
80 Iron Point Circle, # 105  
Folsom, CA 95630  
Telephone: (916) 817-2900 Facsimile: (916) 817-2644

Attorneys for Plaintiffs

COURT OF UNLIMITED JURISDICTION OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEBORAH GETZ, individually and as a  
surviving heir of decedent KRISTOFER D. S.  
THOMAS; RODNEY THOMAS, individually  
and as a surviving heir of decedent,  
KRISTOFER D. S THOMAS; MARY  
DUFFMAN, individually and as a surviving  
heir of decedent, SCOTT E. DUFFMAN;  
SOPHIA DUFFMAN, a minor, individually  
and as a surviving heir of decedent SCOTT E.  
DUFFMAN, by and through her Guardian ad  
Litem, MARY DUFFMAN; CHRISTINE  
VAUGHN, individually and as a surviving  
heir of decedent, TRAVIS R. VAUGHN;  
BRAD VAUGHN, individually and as a  
surviving heir of decedent, TRAVIS R.  
VAUGHN; JILL GARBS, individually and as  
a surviving heir of decedent RYAN GARBS;  
DOUG GARBS, individually and as a  
surviving heir of decedent, RYAN GARBS;  
JORDAN LANHAM; JERRY GOLDSMITH;  
RYANNE NOSS, individually and as spouse  
of SCOT NOSS; TIMOTHY BRAUCH;  
CHRIS TRISKO, MARK DANIEL  
HOUGHTON,

NO. 07C07-467912  
COMPLAINT FOR WRONGFUL  
DEATH; BODILY INJURIES; AND  
LOSS OF CONSORTIUM  
1. NEGLIGENCE - PRODUCT  
LIABILITY  
2. STRICT PRODUCT LIABILITY  
3. BREACH OF EXPRESS AND  
IMPLIED WARRANTY

DEMAND FOR JURY TRIAL

Plaintiffs,

vs.

1 )  
 2 THE BOEING COMPANY, a corporation; )  
 3 HONEYWELL INTERNATIONAL, INC., a )  
 4 corporation; GOODRICH CORPORATION, a )  
 5 corporation; BF GOODRICH AEROSPACE; )  
 6 CHANDLER EVANS CONTROL )  
 7 SYSTEMS; GENERAL ELECTRIC and )  
 8 DOES 1 through 200, inclusive, )  
 9 Defendants. )

10 COME NOW Plaintiffs DEBORAH GETZ, individually and as a surviving heir of  
 11 decedent KRISTOFER D. S. THOMAS; RODNEY THOMAS, individually and as a  
 12 surviving heir of decedent, KRISTOFER D. S. THOMAS; MARY DUFFMAN,  
 13 individually and as a surviving heir of decedent, SCOTT E. DUFFMAN; SOPHIA  
 14 DUFFMAN, a minor, individually and as a surviving heir of decedent SCOTT E.  
 15 DUFFMAN, by and through her Guardian ad Litem, MARY DUFFMAN; CHRISTINE  
 16 VAUGHN, individually and as a surviving heir of decedent, TRAVIS R. VAUGHN;  
 17 BRAD VAUGHN, individually and as a surviving heir of decedent, TRAVIS R.  
 18 VAUGHN; JILL GARBS, individually and as a surviving heir of decedent RYAN  
 19 GARBS; DOUG GARBS, individually and as a surviving heir of decedent, RYAN  
 20 GARBS, JORDAN LANHAM, individually; JERRY GOLDSMITH, individually; and  
 21 RYANNE NOSS, individually and as spouse of SCOT NOSS, TIMOTHY BRAUCH,  
 22 (hereinafter referred to collectively as "Plaintiffs"), and hereby complain of Defendants  
 23 and DOES 1 through 200, inclusive, and each of them, and allege as follows:  
 24

### 25 INTRODUCTION

26 1. On or about February 17/18, 2007, Plaintiffs and/or Plaintiffs' Decedents  
 27 were occupants and passengers on a Chinook MH47E helicopter bearing Tail #94-00472  
 28 (hereinafter referred to as the "Helicopter"), in the Shahjoi District of the Zabul Province,



1 in southeastern Afghanistan, and sustained severe and/or fatal injuries, when the defects  
2 contained in the subject Helicopter and its component parts, caused the Helicopter to suffer  
3 a sudden, unexpected loss of power, lose control, and crash to the ground.  
4

#### 5 IDENTIFICATION OF PARTIES

6 2. Plaintiffs DEBORAH GETZ and RODNEY THOMAS, are, and at all times  
7 mentioned herein, were residents of the State of California, and the natural parents and  
8 surviving heirs of decedent KRISTOFER D. S. THOMAS, a passenger in said Helicopter.  
9

10 3. Plaintiff, MARY DUFFMAN, is the spouse and a surviving heir of  
11 decedent, SCOTT E. DUFFMAN, a passenger in said Helicopter.

12 4. Prior to and at the commencement of this action, Plaintiff MARY  
13 DUFFMAN was duly appointed as the Guardian ad Litem of the minor SOPHIA  
14 DUFFMAN for the purposes of bringing the instant action.

15 5. Plaintiff, SOPHIA DUFFMAN, a Minor, by and through her Guardian ad  
16 Litem, MARY DUFFMAN, is, and was and the child and a surviving heir of decedent,  
17 SCOTT E. DUFFMAN, a passenger in said Helicopter.  
18

19 6. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are, and at all  
20 times mentioned herein, were the natural parents and surviving heirs of decedent TRAVIS  
21 R. VAUGHN, a passenger in said Helicopter.  
22

23 7. Plaintiffs, JILL GARBS and DOUG GARBS, are, and at all times  
24 mentioned herein, were natural parents and surviving heirs of decedent, RYAN GARBS, a  
25 passenger in said Helicopter;

26 8. Plaintiff, JORDAN LANHAM, is and was a resident of the State of  
27 Georgia, a passenger in said Helicopter. As a result of the subject crash, Plaintiff,  
28 JORDAN LANHAM, suffered certain serious and permanent injuries, and suffered serious

1 and permanent emotional and psychological injuries all to his detriment in an amount  
2 according to proof.

3 9. Plaintiff, JERRY GOLDSMITH was a passenger in said Helicopter. As a  
4 result of the subject crash, Plaintiff, JERRY GOLDSMITH, suffered certain serious and  
5 permanent injuries, and suffered serious and permanent emotional and psychological  
6 injuries all to his detriment in an amount according to proof.

8 10. Plaintiff, RYANNE NOSS, is the spouse of SCOT NOSS, a passenger in  
9 said Helicopter. As a result of the subject crash, SCOT NOSS suffered serious and  
10 permanent physical and emotional and psychological injuries. As a result of the serious  
11 and permanent injuries suffered by her husband, Plaintiff, RYANNE NOSS, has sustained  
12 damages in the form of the loss of her relationship with her husband, including the loss of  
13 care, comfort, society, affection and support. In addition, Plaintiff, RYANNE NOSS, has  
14 been required to abandon her own career and ambitions to devote full time nursing services  
15 to her husband.

17 11. Plaintiff, TIMOTHY BRAUCH was a passenger in said Helicopter. As a  
18 result of the subject crash, Plaintiff, TIMOTHY BRAUCH, suffered certain serious and  
19 permanent injuries, and suffered serious and permanent emotional and psychological  
20 injuries all to his detriment in an amount according to proof.

22 12. Plaintiff, CHRIS TRISKO, was a passenger in said Helicopter. As a result  
23 of the subject crash, Plaintiff, CHRIS TRISKO, suffered certain serious and permanent  
24 injuries, and suffered serious and permanent emotional and psychological injuries all to his  
25 detriment in an amount according to proof.

27 13. Plaintiff, MARK DANIEL HOUGHTON, was a passenger in said  
28 Helicopter. As a result of the subject crash, Plaintiff, MARK DANIEL HOUGHTON,

1 suffered certain serious and permanent injuries, and suffered serious and permanent  
2 emotional and psychological injuries all to his detriment in an amount according to proof.

3 14. Plaintiffs are informed and believe, and thereupon allege, that Defendant,  
4 THE BOEING COMPANY, is, and at all times herein relevant was, a corporation  
5 authorized to do, has regularly done, and is continually and systematically doing business  
6 in the State of California.

7 15. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
8 HONEYWELL INTERNATIONAL, INC., is, and at all times herein relevant was, a  
9 corporation authorized to do, has regularly done, and is continually and systematically  
10 doing business in the State of California.

11 16. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
12 GOODRICH CORPORATION and BF GOODRICH AEROSPACE are, and at all times  
13 herein relevant were, a corporations authorized to do, have regularly done, and are  
14 continually and systematically doing business in the State of California.

15 17. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
16 CHANDLER EVANS CONTROL SYSTEMS is, and at all times herein relevant was, a  
17 corporation authorized to do, having regularly done, and is continually and systematically  
18 doing business in the State of California.

19 18. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
20 GENERAL ELECTRIC is, and at all times herein relevant was, a corporation authorized to  
21 do, having regularly done, and is continually and systematically doing business in the State  
22 of California.

23 19. The true names and capacities, whether individual, plural, corporate,  
24 partnership, associate, or otherwise, of DOES 1 through 200, inclusive, are unknown to  
25  
26  
27  
28

1 Plaintiffs who therefore sue said defendants by such fictitious names. The full extent of  
2 the facts linking such fictitiously sued defendants is unknown to Plaintiffs. Plaintiffs are  
3 informed and believe, and thereupon allege, that each of the defendants designated herein  
4 as a DOE was, and is, negligent, or in some other actionable manner, responsible for the  
5 events and happenings hereinafter referred to,, and thereby negligently, or in some other  
6 actionable manner, legally and proximately caused the described injuries and damages to  
7 Plaintiffs. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to  
8 show the defendants' true names and capacities after the same have been ascertained.  
9

10  
11 20. Plaintiffs are informed and believe, and thereupon allege, that at all times  
12 mentioned herein, Defendants, and each of them, including DOES 3 through 100,  
13 inclusive, and each of them, were agents, servants, employees, successors in interest,  
14 franchisees and/or joint venturers of their co-defendants, and were, as such, acting within  
15 the course, scope, and authority of said agency, employment, joint venture, and/or  
16 franchise and that each and every Defendant, as aforesaid, when acting as a principal, was  
17 negligent in the selection and hiring of each and every other Defendant as an agent,  
18 servant, employee, successor in interest, joint venturer, and/or franchisee.  
19

#### 20 GENERAL ALLEGATIONS

21 21. On or about February 17/18, 2007, in the Shahjoi district of Zabul Province,  
22 in the Country of Afghanistan, Plaintiffs and Plaintiffs' Decedents sustained severe and/or  
23 fatal injuries while flying as passengers in the subject Helicopter, while on a transportation  
24 mission in southeastern Afghanistan. While on said mission, one of the two engines of the  
25 MH47E Chinook Helicopter suffered a sudden loss of power, causing the Helicopter to  
26 become uncontrollable, and crash as a result of the defective nature of said Helicopter and  
27 its component parts.  
28

1           22.     Plaintiffs and Plaintiffs' Decedents sustained serious, severe, permanent and  
2 fatal injuries as a direct result of being passengers in said helicopter at the time of the  
3 crash.

4           23.     Plaintiffs are informed and believe, and thereupon allege, that the subject  
5 Helicopter and its component parts was designed, assembled, manufactured, inspected,  
6 tested, marketed, and introduced into the stream of commerce by Defendants, THE  
7 BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a  
8 corporation; GOODRICH CORPORATION, a corporation; BF GOODRICH  
9 AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC  
10 and DOES 1-100.

11           24.     Plaintiffs are informed and believe, and thereupon allege, that the subject  
12 Helicopter was introduced into the stream of commerce in a defective condition by  
13 Defendants THE BOEING COMPANY, a corporation; HONEYWELL  
14 INTERNATIONAL, INC., a corporation; GOODRICH CORPORATION, a corporation;  
15 BF GOODRICH AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, and DOE  
16 Defendants. Such defects caused and/or contributed to the crash of the Helicopter, and the  
17 resulting serious and permanent injuries to Plaintiffs and the fatal injuries to Plaintiffs'  
18 Decedents.

19           25.     Plaintiffs are informed and believe, and thereupon allege, that the engines  
20 and Full Authority Digital Engine Control (FADEC), and the Digital Electronic Control  
21 Unit (DECU) including all computer software and hardware related thereto, of the subject  
22 Helicopter were designed, assembled, manufactured, inspected, tested, marketed, and  
23 introduced into the stream of commerce by Defendants, THE BOEING COMPANY, a  
24 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH  
25  
26  
27  
28

1 CORPORATION, a corporation; BF GOODRICH AEROSPACE; CHANDLER EVANS  
2 CONTROL SYSTEMS, GENERAL ELECTRIC and the DOE Defendants.

3 26. Plaintiffs are informed and believe, and thereupon allege, that the engines  
4 on the Helicopter and their component parts, including but not limited to the FADEC, and  
5 the DECU, and associated computer software and hardware related thereto were introduced  
6 into the stream of commerce in a defective condition by Defendants, THE BOEING  
7 COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a corporation;  
8 GOODRICH CORPORATION, a corporation; BF GOODRICH AEROSPACE;  
9 CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC and DOES 1-125.  
10 Such defects caused and/or contributed to the crash of the Helicopter, resulting in the  
11 serious, permanent and fatal injuries to Plaintiffs, and/or Plaintiffs' Decedents.  
12

13 27. Plaintiffs are informed and believe, and hereupon allege, that the subject  
14 Helicopter was dangerous and defective as those terms are defined under California law, in  
15 that the Subject Helicopter and its component parts were less safe than an ordinary  
16 consumer would expect in that when used in a reasonable foreseeable and intended manner  
17 the subject Helicopter and its component parts failed.  
18

19 28. Plaintiffs are informed and believe and based upon that information and  
20 belief allege that the subject Helicopter was defective and dangerous for the following  
21 additional reasons:  
22

23 a.. Defective design, manufacture, testing, inspection, maintenance, assembly,  
24 and fabrication of the engines and their components parts including but not limited to the  
25 FADEC, and its associated computer hardware and software and other components thereof  
26

27 b. Defective design, manufacture, testing, inspection, maintenance, assembly,  
28 and fabrication of the engines and their component parts including but not limited to the

1 DECU, and its associated computer hardware and software and other components thereof;

2 29. Plaintiffs are informed and believe, and thereupon allege, that the defective  
3 conditions of the Helicopter and its component parts, including but not limited to, the  
4 engines and FADEC and DECU, and the software and hardware related thereto, were a  
5 direct, and legal cause of the Helicopter crash, and Plaintiffs' serious and permanent  
6 injuries and the fatal injuries to Plaintiffs' Decedents.

7  
8 30. Plaintiffs are informed and believe, and thereupon allege, that the  
9 aforementioned incident of February 17/18, 2007, was caused solely and exclusively by  
10 reason of defects in the design and manufacture of the subject Helicopter for which the  
11 Defendants and each of them jointly and severally are strictly liable to Plaintiffs herein.

12  
13 31. By reason of the premises, Plaintiff, JORDAN LANHAM sustained serious  
14 and permanent bodily injury.

15  
16 32. By reason of the premises, Plaintiff, JORDAN LANHAM, has incurred and  
17 will continue to incur costs for the care and treatment of his injuries in an amount that is  
18 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is  
19 ascertained.

20  
21 33. By reason of the premises, Plaintiff, JORDAN LANHAM has been unable  
22 at times to pursue his regular employment, and his earning capacity has been diminished to  
23 his special damage in an unascertained sum as said loss has not yet been finally  
24 determined. Plaintiff prays leave to amend this complaint in this respect when these  
25 elements of damages are finally determined.

26  
27 34. By reason of the premises, Plaintiff, JERRY GOLDSMITH sustained  
28 serious and permanent bodily injury.

35. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has incurred

1 and will continue to incur costs for the care and treatment of his injuries in an amount that  
2 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it  
3 is ascertained.

4  
5 36. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has been  
6 unable at times to pursue his regular employment, and his earning capacity has been  
7 diminished to his special damage in an unascertained sum as said loss has not yet been  
8 finally determined. Plaintiff prays leave to amend this complaint in this respect when these  
9 elements of damages are finally determined.

10  
11 37. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, sustained  
12 serious and permanent bodily injury.

13 38. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has incurred  
14 and will continue to incur costs for the care and treatment of his injuries in an amount that  
15 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it  
16 is ascertained.

17  
18 39. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has been unable  
19 at times to pursue his regular employment, and his earning capacity has been diminished to  
20 his special damage in an unascertained sum as said loss has not yet been finally  
21 determined. Plaintiff prays leave to amend this complaint in this respect when these  
22 elements of damages are finally determined.

23  
24 40. By reason of the premises, Plaintiff, CHRIS TRISKO, sustained serious and  
25 permanent bodily injury.

26 41. By reason of the premises, Plaintiff, CHRIS TRISKO, has incurred and will  
27 continue to incur costs for the care and treatment of his injuries in an amount that is  
28 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is



1 ascertained.

2 42. By reason of the premises, Plaintiff, CHRIS TRISKO, has been unable at  
3 times to pursue his regular employment, and his earning capacity has been diminished to  
4 his special damage in an unascertained sum as said loss has not yet been finally  
5 determined. Plaintiff prays leave to amend this complaint in this respect when these  
6 elements of damages are finally determined.  
7

8 43. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON,  
9 sustained serious and permanent bodily injury.  
10

11 44. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has  
12 incurred and will continue to incur costs for the care and treatment of his injuries in an  
13 amount that is presently unknown to the Plaintiff who prays leave to amend and insert the  
14 same when it is ascertained.  
15

16 45. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has  
17 been unable at times to pursue his regular employment, and his earning capacity has been  
18 diminished to his special damage in an unascertained sum as said loss has not yet been  
19 finally determined. Plaintiff prays leave to amend this complaint in this respect when these  
20 elements of damages are finally determined.  
21

22 46. Wherefore Plaintiffs pray judgment against defendants for injuries and  
23 damages as hereinabove and hereinafter set forth.  
24

25 **FIRST CAUSE OF ACTION**  
26 **(Wrongful Death)**

27 As and for a First Cause of Action, Plaintiffs complain of Defendants and  
28 each of them and allege as follows:

47. Plaintiffs hereby refer to, reallege and incorporate by this reference as

1 though set forth in full, each and every allegation contained in paragraphs 1 through 46  
2 above.

3 48. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS, are the surviving  
4 parents and heirs of the decedent KRISTOFER D. S. THOMAS

5 49. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS , brings this action  
6 on behalf of the survivors and heirs of the decedent under and by virtue of the California  
7 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

8 50. As a result of the wrongful death of KRISTOFER D. S. THOMAS, the  
9 survivors have been deprived of the guidance, love, tutelage, companionship, support,  
10 comfort, and consortium which they would have received from KRISTOFER D. S.  
11 THOMAS for the remainder of his natural life.

12 51. Plaintiffs, MARY DUFFMAN, as the spouse and parent of the decedent's  
13 minor child SOPHIA DUFFMAN, and SOPHIA DUFFMAN are the survivors and heirs of  
14 the decedent SCOTT E. DUFFMAN.

15 52. Plaintiff, MARY DUFFMAN, individually, and as the parent and Guardian  
16 Ad Litem of the minor child SOPHIA DUFFMAN, brings this action on behalf of the  
17 survivors and heirs of the decedent under and by virtue of the California Wrongful Death  
18 Statute, Cal. Civ. Proc. § 377.60.

19 53. As a result of the wrongful death of SCOTT E. DUFFMAN, the survivors  
20 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
21 consortium which they would have received from SCOTT E. DUFFMAN for the  
22 remainder of his natural life.

23 54. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are the surviving  
24 parents and heirs of the decedent TRAVIS R. VAUGHN.

1           55.     Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, bring this action  
2 on behalf of the survivors and heirs of the decedent under and by virtue of the California  
3 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

4           56.     As a result of the wrongful death of TRAVIS R. VAUGHN, the survivors  
5 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
6 consortium which they would have received from TRAVIS R. VAUGHN for the  
7 remainder of his natural life.

8           57.     Plaintiffs, JILL GARBS and DOUG GARBS, are the surviving parents and  
9 heirs of the decedent RYAN GARBS.

10           58.     Plaintiffs, JILL GARBS and DOUG GARBS , bring this action on behalf of  
11 the survivors and heirs of the decedent under and by virtue of the California Wrongful  
12 Death Statute, Cal. Civ. Proc. § 377.60.

13           59.     As a result of the wrongful death of RYAN GARBS, the survivors have  
14 been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
15 consortium which they would have received from RYAN GARBS for the remainder of his  
16 natural life.

17  
18  
19  
20                           **SECOND CAUSE OF ACTION**  
21                           **(Strict Product Liability)**

22           COME NOW Plaintiffs, and for a First Cause of Action against all Defendants, and  
23 DOES 1 through 200, inclusive, and each of them, complains and alleges as follows:

24           60.     Plaintiffs reallege and incorporate paragraphs 1 through 59 above, and make  
25 them a part of this Plaintiffs Second Cause of Action as though fully set forth therein.

26           61.     At all times herein mentioned, the Defendants are and were in the business  
27 of designing, manufacturing, selling, marketing and/or distributing Helicopters, including  
28

1 the subject Helicopter and its component parts, which are distributed and sold throughout  
2 the United States, as well as the state of California, to members of the general public and  
3 as such are liable to the Plaintiffs for damages under the theory of strict products liability.  
4

5 62. At all times herein mentioned the Helicopter and its components parts,  
6 including but not limited to, the engines and FADEC, the DECU, and the computer  
7 hardware and software related thereto, were defective and unreasonably dangerous as those  
8 terms are defined under California law by reason of defects in design and manufacture and  
9 failure of the Defendants to give adequate and proper warnings of the dangers existing  
10 therein, and adequate instructions regarding the avoidance of such dangers in the use and  
11 maintenance of the Helicopter and its component parts.  
12

13 63. At all times herein mentioned the defective and unreasonably dangerous  
14 conditions in the Helicopter and its component parts exposed Plaintiffs and/or Plaintiffs'  
15 Decedents to an unreasonable risk of harm and were a legal cause of Plaintiffs and/or  
16 Plaintiffs' Decedents serious and fatal injuries.  
17

18 64. At all times herein mentioned, the Helicopter and its component parts were  
19 sold, converted, marketed and/or placed into the stream of commerce by the Defendants  
20 for use by members of the general public, and such products were defective and  
21 unreasonably dangerous as that term is defined under California law and the unreasonably  
22 dangerous conditions were known by Defendants at the time the Helicopter and its  
23 component parts were sold, converted, marketed and/or placed into the stream of  
24 commerce, and these defective and unreasonably dangerous conditions were a legal cause  
25 of Plaintiffs and/or Plaintiffs' Decedents serious and fatal injuries.  
26

27 65. At all times herein mentioned, Defendants THE BOEING COMPANY, a  
28 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH

1 CORPORATION, a corporation; BF GOODRICH AEROSPACE; CHANDLER EVANS  
2 CONTROL SYSTEMS, GENERAL ELECTRIC and DOES 1-50 defectively  
3 manufactured the Helicopter and the engines and the FADEC, and DECU including the  
4 computer hardware and software related thereto, as well as the other component parts of  
5 the Helicopter, rendering the product unreasonably dangerous to Plaintiffs and/or Plaintiffs'  
6 Decedents. Said defective condition was a legal cause of the Helicopter crash and the fatal  
7 injuries to Plaintiffs' Decedents, and serious and permanent injuries to Plaintiffs.  
8

9         66. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
10 THE BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a  
11 corporation; GOODRICH CORPORATION, a corporation; BF GOODRICH  
12 AEROSPACE; CHANDLER EVANS CONTROL SYSTEMS, GENERAL ELECTRIC and  
13 DOES 1-50 placed the subject Helicopter into the stream of commerce in a defective  
14 condition and such defects described above, rendered the Helicopter less safe than an  
15 ordinary consumer would expect when used in a normal, intended and foreseeable manner.  
16  
17

18         67. At all times herein mentioned, the Helicopter and its component parts, were  
19 also defective by reason of Defendants' failure to include or place with it adequate and  
20 proper warnings and instructions as to dangers associated with the design and foreseeable  
21 use of the products, including but not limited to the engines and FADEC and DECU and its  
22 component parts, and how to avoid such dangers, and further, failed to recall the products  
23 to prevent incidents such as the one included herein. Such defects rendered the subject  
24 Helicopter and its component parts unreasonably dangerous as that term is defined under  
25 California law, and the dangerous and defective condition of the Helicopter was the legal  
26 cause of the serious and permanent injuries to Plaintiffs and fatal injuries sustained by  
27 Plaintiffs' Decedents.  
28

1           68. At all times herein mentioned Defendants are the manufacturers, designers,  
2 and/or distributors of the subject Helicopter and its component parts, who hold and have  
3 held themselves out to the public as having superior knowledge, skill and experience in the  
4 design, construction, assembly, manufacture, testing, and inspection of such aircraft and  
5 their component parts; and, in the course of business as aerospace manufacturers,  
6 Defendants designed, constructed, assembled, manufactured, inspected, serviced,  
7 converted, tested the Helicopter and its component parts; Defendants expressly and  
8 impliedly warranted were fit for intended use, being airworthy and free of unreasonably  
9 dangerous defects; and Defendants marketed, sold, distributed and caused the Helicopter  
10 and its component parts to be introduced into the stream of commerce.

13           69. At all times herein mentioned, the crash of the Helicopter and the resulting  
14 serious and permanent injuries to Plaintiffs and fatal injuries to Plaintiffs' Decedents, were  
15 legally caused and/or substantially contributed to by latent and unreasonably dangerous  
16 defects in the manufacture of said aircraft and its component parts, and Defendants' failure  
17 to warn and/or provide adequate instructions for the use, and maintenance of the Helicopter  
18 and its component parts.

20           70. Plaintiffs are informed and believe, and thereupon allege, that at the time  
21 the Helicopter and its component parts were sold, converted, marketed and/or placed into  
22 the stream of commerce by Defendants, such products were defective and unreasonably  
23 dangerous as that term is defined in law to persons who could reasonably be expected to  
24 use them, and these defective and unreasonably dangerous conditions were a producing  
25 cause of Plaintiffs serious and permanent injuries and Plaintiffs' Decedents' fatal injuries.  
26 The Helicopter and its component parts were also defective by reason of Defendants'  
27 failure to include or place with it adequate and proper warnings and instructions as to  
28

1 dangers associated with the design and foreseeable use of the products and how to avoid  
2 such dangers, and these defects rendered the subject aircraft unreasonably dangerous.

3 71. Plaintiffs are informed and believe, and thereupon allege, by reason of the  
4 foregoing, Defendants are strictly liable in tort to Plaintiff for the serious and permanent  
5 injuries sustained by Plaintiffs and the fatal injuries sustained by Plaintiffs' Decedents as a  
6 result of the crash of the subject Helicopter.

7  
8 72. Plaintiffs are informed and believe, and thereupon allege, that the conduct  
9 of Defendants as alleged herein, was reckless, willful, oppressive, malicious and done with  
10 reckless and wanton disregard for the rights and safety of the Plaintiffs and/or Plaintiffs'  
11 Decedents with knowledge of the defects at issue, and in conscious disregard of the safety  
12 hazards raised by those defects.

13  
14 **THIRD CAUSE OF ACTION**  
15 **(Negligence)**

16 COME NOW Plaintiffs, and for a First Cause of Action against all Defendants, and  
17 DOES 1 through 200, inclusive, and each of them, complain and allege as follows:

18 73. Plaintiffs reallege and incorporate paragraphs 1 through 72, inclusive of the  
19 Introduction, Identification of Parties, and General Allegations, above.

20  
21 74. Plaintiffs are informed and believe, and thereupon allege, that the  
22 Defendants, and each of them designed, tested, developed, manufactured, fabricated,  
23 assembled, distributed, bought, sold, inspected, serviced, warranted, supplied, and/or  
24 modified the subject Helicopter and its component parts, including but not limited to, the  
25 engines and FADEC, and DECU including the computer hardware and software related  
26 thereto, and its component parts.

27  
28 75. Plaintiffs are informed and believe, and thereupon allege, that at all times

1 mentioned herein, the subject Helicopter and its component parts, were defective when  
2 placed into the stream of commerce by Defendants, and each of them, and was of such a  
3 nature that the defect would not be discovered in normal inspection and operation by users  
4 thereof.

5  
6 76. Plaintiffs are informed and believe, and thereupon allege, that on or about  
7 February 17/18, 2007, the subject Helicopter and its component parts, were being operated  
8 and used in a reasonably foreseeable manner.

9  
10 77. Plaintiffs are informed and believe, and thereupon allege, that the  
11 Defendants, as manufacturers, distributors, suppliers, and sellers of the Helicopter and its  
12 component parts, owed a duty of care to Plaintiffs and Plaintiffs' Decedents, that the  
13 Helicopter and its components parts would not be placed into the stream of commerce in a  
14 defective condition.

15  
16 78. Plaintiffs are informed and believe, and thereupon allege, that the  
17 Defendants were negligent in the manufacture and marketing of the Helicopter and its  
18 component parts, including but not limited to, the engines and FADEC, and DECU,  
19 including the computer hardware and software related thereto, such that, Defendants knew  
20 or should have known in the exercise of ordinary care, that the Helicopter and its  
21 component parts were defective and unreasonably dangerous to those persons likely to use  
22 such products for the purpose and manner for which they were intended to be used, and for  
23 purposes reasonably foreseeable to Defendants. Defendants were negligent in the  
24 particulars set forth in this and the proceeding paragraphs, and said negligence was a  
25 direct, proximate, and producing cause of the subject crash, which is the basis of this  
26 action, and the resulting serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs'  
27 Decedents.  
28



1           79. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
2 knew, or in the exercise of ordinary care should have known, of the means of  
3 manufacturing the Helicopter and its component parts, such that the type of incident and  
4 resulting injuries as described herein would be prevented. The Defendants had actual  
5 knowledge that manufacturing such an aircraft and its component parts in a defective  
6 condition, as alleged herein, would be unreasonably dangerous and cause incidents such as  
7 the crash alleged herein.  
8

9           80. Plaintiffs are informed and believe, and thereupon allege, that the  
10 Defendants were additionally negligent in that they failed to provide proper warnings or  
11 instructions to ordinary users thereof, including Plaintiffs and Plaintiffs' Decedents, and  
12 failed to recall or timely recall the products or make appropriate post-marketing efforts to  
13 prevent incidents such as the one included herein.  
14

15           81. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
16 were negligent in their failure to give adequate or proper warnings or instructions to the  
17 users thereof, including Plaintiffs and Plaintiffs' Decedents, for the reasonable and  
18 foreseeable use and maintenance of the Helicopter and its component parts, and failed to  
19 make appropriate efforts to prevent incidents such as the one included herein, and that  
20 Defendants knew or reasonably should have known that users thereof, including Plaintiffs  
21 and Plaintiffs' Decedents, would not realize such dangers to which Defendants had failed  
22 to warn users thereof. One of the failures to warn included a failure to warn that anomalies  
23 existed in the FADEC computer software and/or hardware and component panes, and/or  
24 the DECU computer software and/or hardware and its component parts, which caused a  
25 sudden unintended and unexpected shutdown of fuel flow to an operating engine while in  
26 flight. This fuel shutdown resulted in a sudden and catastrophic loss of power to one of the  
27  
28

1 Chinook engines while in flight, causing the Helicopter to lose control and crash to the  
2 ground.

3 82. Plaintiffs are informed and believe and thereupon allege that reasonable  
4 manufacturers, distributors and sellers of the said Helicopter and its component parts under  
5 the same or similar circumstances would have provided such warnings and instructions for  
6 the use and maintenance of the Helicopter and its component parts.

7  
8 83. Plaintiffs are informed and believe, and thereupon allege, Defendants  
9 violated their duty and were negligent in those acts previously described, and further  
10 described herein. Defendants' negligent acts, collectively and/or severally, were the direct  
11 and proximate cause or causes of the incident, which is the basis for this action, and the  
12 serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs' Decedents.

13  
14 84. The defective condition of the Helicopter, and its component parts, and the  
15 resulting crash of the Helicopter, was caused by the negligence, recklessness, wrongdoing,  
16 tortuous conduct, careless acts and omissions of the Defendants in the manufacture,  
17 assembly, construction, testing and marketing of the Helicopter and its component parts,  
18 and in said Defendants' failure to warn of and to take appropriate remedial action with  
19 respect to the known dangerously defective conditions, and failure to provide proper  
20 instructions for the use and maintenance of the Helicopter and its component parts.

21  
22 85. Plaintiffs are informed and believe, and thereupon allege, that as a further  
23 direct and proximate result of the acts of the Defendants in defectively manufacturing said  
24 products and failing to provide adequate warnings and instructions, Plaintiffs suffered  
25 serious and permanent injuries and Plaintiffs' Decedents suffered fatal injuries for which  
26 Defendants are liable. Plaintiff is informed and believes, and thereupon alleges, that the  
27 conduct of Defendants as described herein, was willful, oppressive, malicious and done  
28

1 with reckless and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs'  
2 Decedents.

3  
4 **FOURTH CAUSE OF ACTION**  
5 **(Breach of Warranties)**

6 COME NOW Plaintiffs and for a Fourth Cause of Action against all Defendants,  
7 and DOES through 200, inclusive, and each of them complains and alleges as follows:

8 86. Plaintiffs reallege and incorporate paragraphs 1 through 85, inclusive, of the  
9 Introduction, Identification of Parties, General Allegations; First Cause of Action; and  
10 Second Cause of Action, above.

11 87. Plaintiffs are informed and believe, and thereupon allege, that Defendants,  
12 by and through the sale and distribution of the products in question, expressly and  
13 impliedly warranted to the public generally, and to Plaintiffs and Plaintiffs' Decedents  
14 specifically, that the products in question were fit for the purposes for which they were  
15 intended.  
16

17 88. Plaintiffs are informed and believe, and thereupon allege, that at the time  
18 such products were marketed, sold and distributed, Defendants were in the business of  
19 selling such products, and hold and have held themselves out to the public as having  
20 superior knowledge, skill and experience in the design, construction, assembly,  
21 manufacture, testing, and inspection of such aircraft and its component parts; and, in the  
22 course of business as aerospace manufacturers, Defendants designed, constructed,  
23 assembled, manufactured, inspected, serviced, converted, and tested the Helicopter and its  
24 component parts; and Defendants expressly and impliedly warranted were fit for intended  
25 use, being airworthy and free of unreasonably dangerous defects.  
26

27  
28 89. Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs'

1 Decedents made reasonable and foreseeable use of the products as alleged herein, and  
2 relied on the express and implied warranties made by Defendants.

3 90. Plaintiffs are informed and believe, and thereupon allege, that contrary  
4 thereto, the products in question, the Helicopter and its component parts, were not fit for  
5 their intended and foreseeable uses, thereby rendering the products in question  
6 unreasonably dangerous.

7  
8 91. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
9 breached the express and implied warranties because of the products' failure and defective  
10 components as alleged above, and because of improper marketing involved in Defendants'  
11 failure to warn of the products' inadequacies and/or defects and failure to instruct in the  
12 safe use, operation, and storage of such products.

13  
14 92. Plaintiffs are informed and believe, and thereupon allege, that Defendants'  
15 breach of warranties and the above-mentioned defects rendered the products unreasonably  
16 dangerous, and were a proximate and producing cause of the subject crash and the  
17 resulting serious and permanent injuries sustained by Plaintiffs and the fatal injuries  
18 sustained by Plaintiffs' Decedents. Further, Defendants' conduct was undertaken  
19 knowingly and intentionally.

20  
21 93. Plaintiffs are informed and believe, and thereupon allege, that the crash of  
22 the Helicopter, and the resulting serious and permanent injuries to Plaintiffs and fatal  
23 injuries to Plaintiffs' Decedents, were proximately caused and/or substantially contributed  
24 to by Defendants' breach of express and implied warranties of the Helicopter and its  
25 components parts' fitness for use, and Defendants' breach of its representation that the  
26 Helicopter and its component parts were free of latent and unreasonably dangerous defects  
27 in manufacturer, marketing, and distribution.  
28

1           94.     Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs and  
2 Plaintiffs' Decedents relied to their detriment upon Defendants' representations.

3           95.     Plaintiffs are informed and believe, and thereupon allege, by reason of the  
4 foregoing, Defendants are liable to Plaintiffs in Breach of Warranty for the serious and  
5 permanent injuries sustained by Plaintiffs and fatal injuries sustained by Plaintiffs'  
6 Decedents.

7  
8           96.     Plaintiffs are informed and believe, and thereupon allege, that the conduct  
9 of Defendants as alleged herein, was willful, oppressive, malicious and done with reckless  
10 and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs' Decedents.  
11

12                               **FIFTH CAUSE OF ACTION**  
13                               **(Loss of Consortium)**

14           As and for a Fifth, separate and distinct cause of action, Plaintiffs complain of  
15 defendants, and each of them, and allege as follows:

16           97.     Plaintiffs hereby refer to, reallege and incorporate by this reference as  
17 though set forth in full, each and every allegation contained in paragraphs 1 through 96  
18 above.

19           98.     At all relevant times herein, Plaintiff RYANNE NOSS is and was the legal  
20 wife of SCOT NOSS.

21           99.     As a direct and legal result of the matters stated herein, Plaintiff, RYANNE  
22 NOSS, has suffered the loss of her husband's support, service, love, companionship,  
23 affection, society, sexual relations and all other elements of consortium, all of her injury  
24 and damage in an amount in excess of the jurisdiction minimum of this Court.  
25

26           WHEREFORE, Plaintiff prays judgment against defendants and each of them as  
27 hereinabove and hereinafter set forth.  
28

1 WHEREFORE, Plaintiffs pray for judgment as follows:

2 a. For non-economic damages according to proof;

3 b. For past and future hospital, medical, professional, and incidental expenses,  
4 according to proof;

5 c. For past and future loss of earnings, support, and loss of earning capacity,  
6 according to proof;

7 d, For damages to Plaintiffs' property, and economic damages related thereto,  
8 according to proof;

9 e. For punitive damages as permitted by law, according to proof;

10 f. For costs of suit incurred herein;

11 g. For prejudgment interest, according to proof;

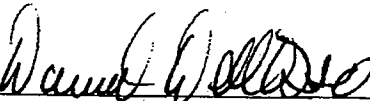
12 h. For Plaintiffs' attorneys' fees; and

13 i. For such other and further relief as the Court deems just and proper.

14 Dated: October 5, 2007

15 THE BRANDI LAW FIRM

16 By:

17 

18 DANIEL DELL'OSSO  
19 Attorney for Plaintiffs  
20  
21  
22  
23  
24  
25  
26  
27  
28

# **Exhibit B**

MATERIAL INSPECTION AND RECEIVING REPORT		1. PROC. DOCUMENT IDEN. (CONTRACT)		2. ORDER		3. INVOICE		7. PAGE 1 OF 4					
		DAAJ09-89-C-A010						8. ACCEPTANCE MARK S					
2. SHIPMENT NO.		3. DATE SHIPPED		4. B/L		5. DISCOUNT TERMS							
CAR1779		15NOV94		TBN									
6. PRIME CONTRACTOR				7. ADMINISTERED BY		8. CODE							
The Boeing Company Defense & Space Group, Helicopters Div. P.O. Box 16858 Philadelphia, PA 19142-0858				Defense Plant Representative Office Boeing Helicopters, M/S P23-50 P.O. Box 16859 Philadelphia, PA 19142-0859		S3916A							
11. SHIPPED FROM (if other than 6)				12. PAYMENT WILL BE MADE BY		13. CODE							
The Boeing Company Defense & Space Group, Helicopters Div. Industrial Highway Route 291 and Stewart Avenue Ridley Township, PA 19078				DFAS-CO ALL AMERICAN P.O. Box 182137 Columbus, OH 43218-2137		SC1014							
13. SHIPPED TO				14. MARKED FOR		15. CODE							
U.S. Army Aviation and Troop Command 4300 Goodfellow Boulevard St. Louis, MO 63120-1798 Attn: AMSAT-A-PBD													
16. ITEM NO.		17. STOCK/PART NO.		18. DESCRIPTION		19. QUANTITY * SHIP/REC'D		20. UNIT		21. UNIT PRICE		22. AMOUNT	
2101		AK		AGUSTA CH-47C A/C to MH-47E A/C Input S/N 85-24734, TAB B734 Output S/N 92-0472, M3720 Output NSN 1520-01-282-3747 MILSTRIP No. W58H022154A189 Remanuf. IAW Contract Attachment 25, MH-47E Production 14 Aircraft Remanufacture Statement of Work		1		EA		\$4,958,816		\$4,958,816.00	
				PRON: LH2PB638LH ACRN: KF AMS CD: 111237AA		Less Withhold amount associated with PLS GATP performance as described in the attached ASDR Addendum, Paragraph 6.3				\$ 50,000			
						(PLS GATP withhold amount SOA-JK-94-449, 09/28/94)						IAW ATCOM Letter	
23. PROCUREMENT QUALITY ASSURANCE													
A. ORIGIN							B. DESTINATION						
<input checked="" type="checkbox"/> POA <input checked="" type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.							<input type="checkbox"/> POA <input type="checkbox"/> ACCEPTANCE of listed items has been made by me or under my supervision and they conform to contract, except as noted herein or on supporting documents.						
94 NOV 15 Paul S. Deisen													
DATE SIGNATURE OF AUTH GOVT REP							DATE SIGNATURE OF AUTH GOVT REP						
TYPED NAME AND OFFICE							TYPED NAME AND OFFICE						
23. CONTRACTOR USE ONLY							22. RECEIVER'S USE						
							Quantities shown in column 17 were received in apparent good condition except as noted						
							DATE RECEIVED SIGNATURE OF AUTH GOVT REP						
							TYPED NAME AND OFFICE						
							* If quantity received by the Government is the same as quantity shipped, indicate by ( - ) mark. If different, enter actual quantity received below quantity shipped and encircle.						

P31-52 J. Donovan-DD250 Originator

P24-39 F. Scola

P31-52 J. Olfky

P25-01 G. Facht

P23-50 DPRO-BH, DCMDN-REAC

File: DAAJ09-89-C-A010, MH-47E A/C Delivery (1)

(1) ATCOM: 4300 Goodfellow Blvd. (1)  
(1) St. Louis, MO 63120-1798  
(1) ATTN: AMSAT-D-TK, Ms. Kay Hucke

C-175504

DD250 M3720

DD FORM 1 NOV 84 250

REPLACES EDITION OF 1 AUG 87 WHICH MAY BE USED



**MATERIAL INSPECTION AND RECEIVING REPORT**  
**CONTINUATION SHEET**

2 4

SHIPMENT NO.		DATE SHIPPED	PROC. INSTRUMENT IDEN.	ORDER NO.	INVOICE NO.	
CAR1779		15NOV94	DAAJ09-89-C-A010			
ITEM NO.	STOCK/PART NO.	DESCRIPTION (Indicate number of shipping containers - type of container - container number.)	QUANTITY SHIPP'D/REC'D	UNIT	UNIT PRICE	AMOUNT
2101	AA	HELICOPTER, MH-47E (M3712-M3725) PRODUCTION MH-47E LOT II (BILLING AT DEL. OF A/C M3720 @ 1/14TH, IAW CONTRACT ATTACHMENT 26, P00150 EFFECTIVE 03/30/93) PRON: LH2PB607LH ACRN: JR AMS CD: 111237AA	0	LO	\$428,571.00	\$428,571.00
2101	AV	FY90 LLTI FOR LOT II SOA M3717-M3725 FOLLOW ON PRODUCTION (BILLING AT DEL. OF A/C M3720 @ 1/9TH IAW CONTRACT ATTACHMENT 26, P00150 EFFECTIVE 03/30/93) PRON: LHOPB027LH ACRN: JJ AMS CD: 1210	0	LO	\$2,455,556.00	\$2,455,556.00
2102	AA	MH-47E SYSTEM PROJECT MANAGEMENT PRODUCTION MH-47E LOT II (BILLING AT DEL. OF A/C M3720 @ 1/14TH, P00150 EFFECTIVE 03/30/93) PRON: LH2PB604LH ACRN: JR AMS CD: 111237AA	0	LO	\$73,994.50	\$73,994.50
2103	AA	MH-47E MANPRINT PRODUCTION MH-47E LOT II (BILLING AT DEL. OF A/C M3720 @ 1/14TH, P00150 EFFECTIVE 03/30/93) PRON: LH2PB604LH ACRN: JR AMS CD: 111237AA	0	LO	\$6,773.00	\$6,773.00
2109	AA	RECURRING EFFORT FOR ROBERTSON TANKS MH-47E ROBERTSON TANKS (BILLING AT DEL. OF A/C M3720 IAW SECT. B-1, P00171 EFF. 03/25/94) PRON: LH2PB622LH ACRN: JR AMS CD: 111237AA (29HPB6)	0	LO	\$63,285.00	\$63,285.00
2109	AB	LOT 2 RECURRING EFFORT FOR MINIGUNS GE MINIGUNS (LOT II) (BILLING AT DEL. OF A/C M3720 IAW SECT. B-5, P00172 EFF. 03/29/94) PRON: LH2PB623LH ACRN: JR AMS CD: 111237AA (29HPB6)	0	LO	\$78,571.00	\$78,571.00
501	AA	INSTALLED CFE INU MOUNTING BASE MH-47E INU MOUNTS (BILLING AT DEL. OF A/C M3720 @ 1/25TH, IAW SECT. B-1, P00163 EFF. 09/29/93) PRON: LH1PB411LH ACRN: LB AMS CD: 111137AA	0	LO	\$4,063.87	\$4,063.87
						C-175504

DDP 50-11372850c

REPLACES DD FORM 280A 1 AUG 53, WHICH IS OBSOLETE

**MATERIAL INSPECTION AND RECEIVING REPORT**  
**CONTINUATION SHEET**

Page 3 of 4

SHIPMENT NO.		DATE SHIPPED	PROC. INSTRUMENT IDEN.	ORDER NO.	INVOICE NO.	
CAR1779		15NOV94	DAAJ09-89-C-A010			
ITEM NO.	STOCK/PART NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		(Indicate number of shipping containers - type of container - container number.)	SHIP'D/REC'D			
2501	AH	LOT 2 RECURRING EFFORT FOR SABER RADIO MH-47E SABER RADIO (BILLING AT DEL. OF A/C M3720 IAW SECT. B-8, P00172 EFF. 03/29/94) PRON: LHOPB045LH ACRN: KC AMS CD: 12109402	0	LO	\$25,659.50	\$25,659.50
2501	AN	LOT 2 RECUR EFFORT, ASE/SINGARS/SEARCHLIGHT MH-47E ASE/SINGARS (BILLING AT DEL. OF A/C M3720 IAW SECT. B-12, P00172 EFF. 03/29/94) PRON: LH2PB688LH ACRN: JR AMS CD: 111237AA	0	LO	\$113,575.00	\$113,575.00
2501	BE	RECURRING IAS HARDWARE UPGRADE IAS HARDWARE UPGRADE-RECUR (BILLING AT DEL. OF A/C M3720 IAW SECT. B-2, P00191 EFF. 08/29/94) PRON: LH2PB6F3LH ACRN: LS AMS CD: 111237AA	0	LO	\$4,490.00	\$4,490.00
2104	AA	WEIGHT AND BALANCE DATA - ARMY AIRCRAFT DI-E-1124C, CONTINUATION SHEET, PARA. 2 CDRL SEQUENCE A005 COMPLETED TM55-405-9, WEIGHT MANUAL MH-47E A/C OUTPUT S/N 92-0472 TAB (M3720)	0	LO	N/A	N/A
		THE ARMY MAINTENANCE MANAGEMENT SYSTEM DI-L-1400A, CONTINUATION SHEET CDRL SEQUENCE A012 DA FORM 2408 SERIES LOG BOOK FORMS AND LOG BOOK BINDER (DA PAM 738 SERIES) MH-47E A/C OUTPUT S/N 92-0472 TAB (M3720) NSN 1520-01-282-3747			N/A	N/A

C-175504

C-175504

DD FORM 250c  
00290-143720

REPLACES DD FORM 250A 1 AUG 83, WHICH IS OBSOLETE

**C-175504**

31-0593

REV LTR

## Boeing Helicopters

P. O. BOX 16858

PHILADELPHIA, PENNSYLVANIA 19142

CODE IDENT. NO. 77272

NUMBER 145-PJ-7707-720

TITLE MH-47E STATUS AND DELIVERY RECORD  
MH-47E S/N 92-0472 TAB (M3720)

ORIGINAL RELEASE DATE 10/21/94 FOR THE RELEASE  
DATE OF SUBSEQUENT REVISIONS, SEE THE REVISION SHEET. FOR  
LIMITATIONS IMPOSED ON THE DISTRIBUTION AND USE OF  
INFORMATION CONTAINED IN THIS DOCUMENT, SEE THE  
LIMITATIONS SHEET.

MODEL MH-47E CONTRACT DAAJ09-89-C-A010

ISSUE NO. \_\_\_\_\_ ISSUED TO \_\_\_\_\_

PREPARED BY R. J. Chuckran DATE 10/21/94

APPROVED BY T. Caramanico DATE 10/21/94

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**LIMITATIONS**

This document is controlled by **PRODUCTION PROJECTS**

All revisions to this document shall be approved by the  
above noted organization prior to release.

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

### **ABSTRACT**

This document presents the exceptions to and/or omissions from the current production aircraft configuration to be supplied to the Government of the United States of America. This document, 145-PJ-7707-720, addresses only MH-47E Helicopter Serial Number 92-0472, Tab No. M3720.

#### **Exceptions include:**

1. Unqualified components.
2. Contract deviations from MH-47E Prime Item Development Specification 145-PJ-8103-1
3. Waivers.
4. Shortages.
5. Alter Items

#### **KEY WORDS:**

Unqualified Components  
Contract Deviations  
Waivers  
Shortages  
Ship Separate Items  
Alter Items  
MH-47E

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**TABLE OF CONTENTS**

- 1.0 Unqualified components.
- 2.0 Contract Deviations
- 3.0 Applicable Waivers
- 4.0 Shortages
- 5.0 Alter Items
- 6.0 Addendum

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR

ACTIVE SHEET RECORD											
SHEET NUMBER	REV LTR	ADDED SHEETS				SHEET NUMBER	REV LTR	ADDED SHEETS			
		SHEET NUMBER	REV LTR	SHEET NUMBER	REV LTR			SHEET NUMBER	REV LTR	SHEET NUMBER	REV LTR
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NUMBER 145-PJ-7707-720  
REV LTR

[illegible]

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**SECTION 1**

**UNQUALIFIED COMPONENTS**

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR**1.0 UNQUALIFIED COMPONENTS****1.1 Definition of Terms****1.1.1 Unqualified Components**

Those components which have not received Boeing Final Approval at the time of Delivery of Aircraft.

**1.2 List of Components**

A list of those components which have not been assigned FINAL APPROVAL is provided on the following pages, together with the current qualification status.

**1.2.1 Approval Levels**

An approval level is assigned to each component requiring qualification and the following is the definition of each applicable level of approval.

**DPA - Design Proposal Approval** - The proposal, in this present form, is approved from a technical standpoint by Boeing Engineering. Materiel may place purchase orders for supplier to proceed with detail leading to CDA. Manufacturing, testing or shipping is not authorized.

**CDA - Critical Design Approval** - Both the supplier detail design and development programs are approved by Boeing. Supplier is authorized to proceed with manufacturing and testing in accordance with terms of the procurement order.

**LC - Limited Clearance** - Item has had insufficient testing or deficiencies have been detected which warrant limitations on use or operations. Minimum level that can authorize delivery of parts (for testing only) to Boeing; also, the first level used to control Boeing manufactured items. Delivery to customer prohibited.

**FC Flight Clearance** - Testing has not been completed; however, sufficient evidence is available to assure item can be installed and flown under specified conditions without endangering the personnel or equipment. Delivery to Boeing restricted to minimum required to sustain program requirements. Delivery to customer subject to negotiations.

**TA - Tentative Approval** - All exhibits required (test reports, certifications, etc.) have been reviewed and approved by Boeing. Item is approved for use and delivery. Delivery documents must reflect FA not yet granted.

**FA - Final Approval** - All exhibits required have been reviewed and approved by Boeing to level required. The item is approved for use and delivery.

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR

<u>PART NO.</u>	<u>NOMENCLATURE</u>	<u>VENDOR</u>	<u>QSR NO.</u>	<u>QUAL LEVEL</u>
114E2201-1*	Pwr Steering Control Box (Rework into 145E2071-2)	Loud Engineering	47-1525	FC
145PS609-1*	Frangible Fitting	Symetrics	47-1540	TA
114ES242-3*	Potentiometer	Loud Engineering	47-1628	TA
114H6800-9*	Blade Shock Absorber	Teledyne Hydra Power	47-1624	TA
114HS114-4*	Valve, Solenoid, 3-Way	Kemp Industries	47-1638	TA
145H7300-12*	ILCA, Thrust	Dassault Aviation	47-1599	TA
145H7300-18*	ILCA, Roll	Dassault Aviation	47-1599	TA
145H7300-19*	ILCA, Yaw	Dassault Aviation	47-1599	TA
234RS202-2*	Rod End, Elastomeric	Lord	47-1630	TA
145CS132-1	Transducer	G. L. Collins	47-3038C	TA
145PS411-1	Indicator	Ragen Data Systems	47-3016B	FC
145PS411-2	Signal Conditioner	Ragen Data Systems	47-3017B	FC
145PS411-3	Tank Unit	Ragen Data Systems	47-3018B	FC
145PS411-4	Tank Unit	Ragen Data Systems	47-3019B	FC
3051526	Multi-Mode Radar POD Mount	TI	47-3142B	FC
2916979-9	Multi-Mode Radar Pressure Line	TI	47-3144B	FC

\* Common with the CH-47D

\*\* Subsystem Part Number. The subsystem comprises of hardware and software controlled by IBM. The specific hardware and software part number installed in the aircraft is as listed in the QSRs noted.

FORM 4234 (2/88)

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR

<u>PART NO.</u>	<u>NOMENCLATURE</u>	<u>VENDOR</u>	<u>QSR NO.</u>	<u>QUAL LEVEL</u>
176A863-1	Control Display Unit (CDU)	IBM		
0980456-008	- CDU Software	IBM	47-3208	FC
131A919-4	Mission Processor (MP)	IBM	47-3180	FC
176A857-6	- MP Software	IBM	47-3211	FC
135A627-11-5	- SROMP	IBM	47-3172	FC
131A920-6**	Display Processor (DP)	IBM	47-3197A	FC
	- DP Software	IBM	47-3191M	FC
131A924-3**	Map Display Generator (MDG)	IBM	47-3183	FC
	- MDG Software	IBM	47-3193A	FC
131A923-3**	Remote Terminal Unit (RTU)	IBM	47-3198A	FC
	- RTU Software	IBM	47-3192B	FC
3775138-103	Mono Multi-Function Display	IBM	47-3199A	FC
3775142-103	Color Multi-Function Display	IBM	47-3200A	FC
145ES204-109	Interphone Headset Wire Harness Assy	Liberty	47-3203	FC

\* Common with the CH-47D

\*\* Subsystem Part Number. The subsystem comprises of hardware and software controlled by IBM. The specific hardware and software part number installed in the aircraft is as listed in the QSRs noted.

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**SECTION 2**

**CONTRACT DEVIATIONS**

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR**2.0 DEVIATIONS****2.1 Definition of Terms****2.1.1 Deviation**

An item which does not comply with the provision or intent of the aircraft specification.

**2.2 List of Deviations**

<u>Number</u>	<u>Rev.</u>	<u>Title</u>
D-HD-47E-001*	B	Integrated Avionics Subsystem (IAS) Emission Exceeds Limits
D-HD-47E-003**	B	CMFD CRT Anvis Radiance Does Not Meet Specified Limit

\*The above deviations have been submitted to ATCOM (via letter 8-1131-0139 dated 12 April 1993) and have been approved via ATCOM letter SOA-JK-93-356 dated 30 July 1993, and as subsequently revised by ATCOM letter SOA-JK-93-370 dated 10 August 1993 which specified contingent approval.

\*\*The above deviations have been submitted to ATCOM (via letter 8-1131-0237, dated 11 April 1994 and have been approved via ATCOM letter SOA-VH-94-224, dated 5 May 1994.

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**SECTION 3**

**WAIVERS**



THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR**3.0 WAIVERS****3.1 Definition of Terms****3.1.1 Waiver**

A waiver is required when, during or after the manufacture of an item, it is found to depart from specified requirements but is still considered suitable for "use as is" or after repair by an approved method. Minor waivers will be handled by established practices of the MRB activity and will not be noted herein.

**3.2 Major Waivers**

<u>Number</u>	<u>Rev.</u>	<u>Title</u>
W-HD-47E-002*	--	Mission Processor Data Buss 1553 Zero Crossover Compliance

\*The above waiver has been submitted to ATCOM (via letter 8-1131-0139 dated 12 April 1993) and has been approved via ATCOM letter SOA-JK-93-356 dated 30 July 1993.

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**SECTION 4**

**SHORTAGES**

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

4.0 **SHORTAGES**

4.1 **Definition of Terms**

4.1.1 **Shortage**

An aircraft component or accessory item, Government Furnished Equipment (GFE) or Contractor Furnished Equipment (CFE) which is not available at the time of delivery.

4.2 **List of Shortages**

- 4.2.1 There are no shortages noted for Aircraft M3720 (S/N 92-0472) at the time of this Document Release.

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**SECTION 5**

**ALTER ITEMS**

THE **BOEING** COMPANYNUMBER 145-PJ-7707-720  
REV LTR**5.0 ALTER ITEMS****5.1 Definition of Terms****5.1.1 Alter Item**

An item that changes the configuration of the aircraft from that identified by released production engineering drawings.

**5.1.2 Test Unit Release (TUR)**

Boeing Form 23870 used to release engineering requirements, instructions and data to document aircraft configuration for test purposes.

**5.2 List of Alter Items****5.2.1 Integrated Avionics System (IAS) Configuration**

The configuration of the IAS equipment installed is as documented on the below TUR. Production drawings are being updated as part of CAP 2303 (ECP E010) and CAP 2596 (ECP E020) to represent final configuration part numbers.

<u>TUR No.</u>	<u>Rev.</u>	<u>Description</u>
P145-10660-53	-	IAS Avionics Equipment Part Numbers

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
REV LTR

**DEVIATIONS FROM CONTRACT  
APPLICABLE WAIVERS  
AIRCRAFT S/N 92-0472 (TAB M3720)**

**ACCEPTANCE OF THE ABOVE MH-47E HELICOPTER IS AUTHORIZED WITH:**

- 1. UNQUALIFIED COMPONENTS LISTED IN SECTION 1 OF THIS DOCUMENT WHICH ARE APPLICABLE.**
- 2. CONTRACTUAL DEVIATIONS LISTED IN SECTION 2 OF THIS DOCUMENT WHICH ARE APPLICABLE.**
- 3. WAIVERS LISTED IN SECTION 3 OF THIS DOCUMENT WHICH ARE APPLICABLE.**
- 4. SHORTAGES LISTED IN SECTION 4 OF THIS DOCUMENT WHICH ARE ACCEPTABLE.**
- 5. ALTER ITEMS LISTED IN SECTION 5 OF THIS DOCUMENT WHICH ARE APPLICABLE.**

THE **BOEING** COMPANY

NUMBER 145-PJ-7707-720  
ADDENDUM

6.0 ADDENDUM

INTRODUCTION:

The following Addendum is prepared to provide an update to the MH-47E Status and Delivery Record, if required, as of the date noted. Updates to this Addendum may be accomplished without a document revision by attaching a dated replacement addendum to the copy of the status and delivery record provided with the Aircraft Delivery Form DD-250.

**ADDENDUM TO A PR 145-PJ-7707-720 15 November 94**

The following items reflect additions/deletions to the subject ASDR and are listed by their respective section in the subject ASDR.

**SECTION 3.0 WAIVERS**

**3.2 MAJOR WAIVERS**

W-HD-47E-011 Fuel Vent/Level Control Valve

The above waiver was submitted to ATCOM on 28 September 1994 on HD contracts Letter 8-1131-0545 and approved via ATCOM Letter SOA-KD-94-455 dated 29 September 1994.

**SECTION 6.0 OPEN WORK**

Open work to be resolved after delivery of the aircraft, as defined herein.

**6.1 RESCUE HOIST CABLE CUTTER CARTRIDGE**

The installation of the cartridge as called out by drawing 173E6000 will not be accomplished. The user (160th SOAR) has requested that the cartridge be part of the fly-away equipment. Future disposition of cartridge installation requirements is requested from ATCOM.

This will result in the following job remaining open:

O&IR JOB	DESCRIPTION
390-1-27187	Fly-Away Stowage & Cartridge Instl.

**6.2 DECU INSPECTION RED BAND INSPECTION**

Red Bands on the government furnished DECU (Textron Lycoming P/N 2-170-560-04) mounted PL1 and PL3 connectors, either do not exist, or are incorrectly located such that the indication of a fully mated connector pair (i.e. A/C wiring to DECU) is inaccurate. A CARE (Ref: MH-47E-GFE-001 Rev. A) was issued to ensure a recurring inspection is accomplished on subsequent A/Cs.



**6.3 GATP PERFORMANCE**

Boeing HD has successfully completed flight acceptance testing per the GATP with the exception of section 6.3, PLS. Through testing on A/C M3718, HD has identified the PLS Antenna Set location as the cause of this GATP failure. HD recommends relocating the PLS Antenna Set to the FM Homing location as the corrective action. HD will coordinate with ATCOM regarding incorporation of corrective action into A/C M3720 (S/N 92-0472) via ECP-E025, in accordance with the terms of the contract. The associated withhold amount identified on the DD250 will be restored in accordance with a mutually agreed to plan.

**7.0 MISCELLANEOUS**

DPRO letter to 160th SOAR dated 15 Nov 1994 is attached as an administrative convenience providing notification to the aircraft recipient of a required special inspection of Government owned Cargo Tie Down Strap, P/N 0376-013 pursuant to GIDEP Alert.

Attach Document At Line

885 215-591-8173 ADM DPRO-BH PHILAPA '94 11-15 13:52

PAGE 82



DEFENSE LOGISTICS AGENCY  
DEFENSE CONTRACT MANAGEMENT COMMAND  
DEFENSE CONTRACT MANAGEMENT DISTRICT NORTHEAST  
PLANT REPRESENTATIVE OFFICE BOEING HELICOPTERS  
POST OFFICE BOX 18859  
PHILADELPHIA, PA 19142-0859



IN REPLY  
REFER TO: DCDON-REAC

15 NOV 94

SUBJECT: Inspection of Strap, Cargo Tie Down, P/N 0376-013

TO: 160th Special Operations  
Aviation Regiment  
ATTN: MAJ Dempsey Solomon  
Fort Campbell, KY 42223

1. Special INSPECTION required on subject Part Number prior to installation on aircraft.
2. See attached SAFE-ALERT initiated by J. R. Guerrero Yadts, HEC Kelly Air Force Base, Texas.
3. Point of contact for this action is the undersigned.

*Janet R. Laub*

JANET R. LAUB

Administrative Contracting Officer

Encl

NOV-15-1994 18:37 FROM C-OIC

TO

76105918173 P.02

## GOVERNMENT - INDUSTRY DATA EXCHANGE PROGRAM

**SAFE-ALERT**Form Approved  
GSA No. 0704-0100**Please Type All Information - See Instructions On Reverse**

Please reporting burden for this collection of information is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0180), Washington, DC 20503. **Please DO NOT RETURN your form to either of these offices.**

## 1. NOMENCLATURE (Part/material name/describe problem)

## 2. ALERT/ISSUE ALERT NO.

TX-S-94-08

## 3. DATE (MM/DD/YY)

1994 SEPTEMBER 28

STRAP, CARGO TIE DOWN

## 4. MANUFACTURER AND ADDRESS

CERTIFIED SLINGS INC.  
4200 S. HWY. 17-92  
P.O. BOX 127  
CASSELBERRY, FL 32707  
CAGE CODE: 57282

## 5. NPN (P/N)

1670-00-725-1437

## 6. DISCREPANCY SPECIFICATION

NA

## 7. REFERENCE

NA

## 8. MANUFACTURER'S PART NUMBER

0378-013

## 9. LOT/BATCH CODE OR SERIAL NO.

NA

## 10. SPECIAL REQUIREMENTS OR ENVIRONMENT (Requirements placed on, or extreme environment in which item was exposed)

NA

## 11. PROBLEM SITUATION AND CAUSE (State facts of problem and cause failure mode and mechanism-problem and function)

SUBJECT MATERIAL MAY CAUSE INJURY TO PERSONNEL OR DAMAGE TO OR LOSS OF PROPERTY.

A PROBLEM WAS DISCOVERED REGARDING THE CARGO TIE DOWN STRAP. ONE OF THE STRAPS FAILED CAUSING SEVERAL THOUSAND DOLLARS IN DAMAGE. FURTHER INSPECTION REVEALED THAT THE RETAINING COTTER PINS ON THE RATCHET MECHANISM WERE IMPROPERLY INSTALLED. (ENDS WERE NOT BENT OPEN). ONE OF THE PINS WORKED ITSELF LOOSE AND CAUSED THE STRAP TO FAIL. THE COTTER PINS ALSO APPEARED TOO SHORT.

THIS SAFE-ALERT ISSUED CONCURRENT WITH MANUFACTURER'S NOTIFICATION. QUALITY OF ATTACHED PHOTOGRAPH IS BEST AVAILABLE.

## 12. ACTION TAKEN (Date of action taken to correct the problem situation and to prevent its recurrence)

REMOVED DEFECTIVE STRAPS FROM SERVICE AND AN INTERIM SAFETY SUPPLEMENT 1302-1-1 881 WAS ISSUED.

## 13. DATE WHEN NOTIFIED

(Year, Month, Day)

1994 SEPT. 28

## 14. MANUFACTURER RESPONSE

☐ CORRESPONDENCE ATTACHED

NA

☐ DID NOT REPLY

## 15. CONTACT POINTS FOR INFORMATION (Name, address, phone)

J.R. GUERRERO YADTS

HSC KELLY AFB TX

(210) 925-7448 DSN 945-7448

## 16. ALERT COORDINATOR (Name, Address)

ARTURO S. BEJAR, SA-ALC, CODE TX

## 17. SIGNATURE OF ALERT COORDINATOR

Arturo S. Bejar

NOV 15 1994 18:38 FROM LCC-OIC

NOV 15 1994 14:40

NOV-15-1994 18:38 FROM LCC-OIC

TO  
TX-S-94-03  
PAGE 2

76105918173 P.03

END NOT REPT OPEN

CUTTER PIN



# **Exhibit C**

Ronald A. McIntire (State Bar No. 127407)  
Email: [RMcIntire@perkinscoie.com](mailto:RMcIntire@perkinscoie.com)  
Chung H. Han (State Bar No. 191757)  
Email: [CHan@perkinscoie.com](mailto:CHan@perkinscoie.com)  
PERKINS COIE LLP  
1620 26th Street, Sixth Floor, South Tower  
Santa Monica, CA 90404-4013  
Tel: 310.788.9900 / Fax: 310.788.339  
Attorneys for Defendant  
The Boeing Company

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DEBORAH GETZ, individually and as a  
surviving heir of decedent KRISTOFER D.S.  
THOMAS; RODNEY THOMAS, individually  
and as a surviving heir of decedent,  
KRISTOFER D.S. THOMAS; MARY  
DUFFMAN, individually and as a surviving  
heir of decedent, SCOTT E. DUFFMAN;  
SOPHIA DUFFMAN, a minor, individually  
and as a surviving heir of decedent SCOTT E.  
DUFFMAN, by and through her Guardian ad  
Litem, MARY DUFFMAN; CHRISTINE  
VAUGHN, individually and as a surviving heir  
of decedent, TRAVIS R. VAUGHN; BRAD  
VAUGHN, individually and as a surviving heir  
of decedent, TRAVIS R. VAUGHN; JILL  
GARBS, individually and as a surviving heir  
of decedent RYAN GARBS; DOUG GARBS,  
individually and as a surviving heir of  
decedent, RYAN GARBS; JORDAN  
LANHAM; JERRY GOLDSMITH; RYANNE  
NOSS, individually and as spouse of SCOT  
NOSS; TIMOTHY BRAUCH; CHRIS  
TRISKO, MARK DANIEL HOUGHTON,

Plaintiffs,

v.

THE BOEING COMPANY, a corporation;  
HONEYWELL INTERNATIONAL, INC., a  
corporation; GOODRICH CORPORATION, a  
corporation; BF GOODRICH AEROSPACE;  
CHANDLER EVANS CONTROL SYSTEMS;  
GENERAL ELECTRIC and DOES 1 through  
200, inclusive,

Defendants.

Case No.

**ANSWER OF DEFENDANT  
THE BOEING COMPANY**

**DEMAND FOR JURY TRIAL**

**DEFENDANT THE BOEING COMPANY'S  
ANSWER TO PLAINTIFFS' COMPLAINT**

Defendant The Boeing Company ("Boeing") answers Plaintiffs' Complaint as follows:

Boeing denies every allegation in Plaintiffs' Complaint, except as hereinafter specifically admitted, qualified, or otherwise answered.

**INTRODUCTION**

1. Boeing admits that on or about February 17, 2007, a United States Army MH-47E "Chinook" helicopter, serial number 92-00472 ("Subject Helicopter" or "product"), was involved in an accident in Afghanistan (the "accident"). Except as expressly admitted or otherwise answered, Boeing denies the allegations in paragraph 1.

**IDENTIFICATION OF PARTIES**

2. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 2, and therefore denies them.

3. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 3, and therefore denies them.

4. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 4, and therefore denies them.

5. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 5, and therefore denies them.

6. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 6, and therefore denies them.

7. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 7, and therefore denies them.

8. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 8, and therefore denies them.

9. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 9, and therefore denies them.

1           10.     Boeing lacks knowledge or sufficient information to form a belief as to the truth of  
2 the allegations in paragraph 10, and therefore denies them.

3           11.     Boeing lacks knowledge or sufficient information to form a belief as to the truth of  
4 the allegations in paragraph 11, and therefore denies them.

5           12.     Boeing lacks knowledge or sufficient information to form a belief as to the truth of  
6 the allegations in paragraph 12, and therefore denies them.

7           13.     Boeing lacks knowledge or sufficient information to form a belief as to the truth of  
8 the allegations in paragraph 13, and therefore denies them.

9           14.     Boeing admits that it is a corporation authorized to and does conduct business in  
10 the state of California. Except as expressly admitted, Boeing denies the allegations in paragraph  
11 14.

12           15.     The allegations in paragraph 15 are directed toward other defendants; therefore, no  
13 response is required. To the extent a response is required, Boeing lacks knowledge or sufficient  
14 information to form a belief as to the truth of the allegations in paragraph 15, and therefore denies  
15 them.

16           16.     The allegations in paragraph 16 are directed toward other defendants; therefore, no  
17 response is required. To the extent a response is required, Boeing lacks knowledge or sufficient  
18 information to form a belief as to the truth of the allegations in paragraph 16, and therefore denies  
19 them.

20           17.     The allegations in paragraph 17 are directed toward other defendants; therefore, no  
21 response is required. To the extent a response is required, Boeing lacks knowledge or sufficient  
22 information to form a belief as to the truth of the allegations in paragraph 17, and therefore denies  
23 them.

24           18.     The allegations in paragraph 18 are directed toward other defendants; therefore, no  
25 response is required. To the extent a response is required, Boeing lacks knowledge or sufficient  
26 information to form a belief as to the truth of the allegations in paragraph 18, and therefore denies  
27 them.  
28



19. The allegations in paragraph 19 are directed toward other defendants and/or state legal conclusions; therefore, no response is required. To the extent a response is required, Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 19, and therefore denies them.

20. Boeing denies the allegations in paragraph 20.

## GENERAL ALLEGATIONS

21. Boeing admits that on or about February 17, 2007, the Subject Helicopter experienced a loss of power and crashed in Afghanistan. Boeing denies that the accident occurred during a transportation mission. Except as expressly admitted or denied, Boeing denies the allegations in paragraph 21.

22. Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 22, and therefore denies them.

23. To the extent the allegations in paragraph 23 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 23 are directed toward Boeing, Boeing admits that it designed, manufactured, assembled, inspected, tested, marketed, and sold the Subject Helicopter, except for those parts of the Subject Helicopter that were designed, manufactured, assembled, inspected, tested, marketed, and sold by others, and except for the parts of the helicopter that were subsequently installed, removed, exchanged, altered, modified, retrofitted, overhauled, or remanufactured by others, all in accordance with applicable government specifications. Except as expressly admitted or otherwise answered, Boeing denies the allegations in paragraph 23.

24. To the extent the allegations in paragraph 24 are directed toward other defendants, no response is required. To the extent the allegations are directed toward Boeing, they are denied.

25. To the extent the allegations in paragraph 25 are directed toward other defendants, no response is required. To the extent the allegations in paragraph 25 are directed toward Boeing, Boeing denies that it designed, assembled, manufactured, inspected, tested, marketed, or

1 introduced into the stream of commerce the Full Authority Digital Engine Control ("FADEC")  
2 and the Digital Electronic Control Unit ("DECU").

3 26. To the extent the allegations in paragraph 26 are directed toward other defendants,  
4 no response is required. To the extent the allegations are directed toward Boeing, Boeing denies  
5 the allegations in paragraph 26.

6 27. Boeing denies the allegations in paragraph 27.

7 28. Boeing denies the allegations in paragraph 28, including subparts a and b.

8 29. Boeing denies the allegations in paragraph 29.

9 30. Boeing denies the allegations in paragraph 30.

10 31. The allegations in paragraph 31 state legal conclusions; therefore no response is  
11 given. To the extent a response is needed, Boeing denies the allegations in paragraph 31.

12 32. The allegations in paragraph 32 state legal conclusions; therefore no response is  
13 given. To the extent a response is needed, Boeing denies the allegations in paragraph 32.

14 33. The allegations in paragraph 33 state legal conclusions; therefore no response is  
15 given. To the extent a response is needed, Boeing denies the allegations in paragraph 33.

16 34. The allegations in paragraph 34 state legal conclusions; therefore no response is  
17 given. To the extent a response is needed, Boeing denies the allegations in paragraph 34.

18 35. The allegations in paragraph 35 state legal conclusions; therefore no response is  
19 given. To the extent a response is needed, Boeing denies the allegations in paragraph 35.

20 36. The allegations in paragraph 36 state legal conclusions; therefore no response is  
21 given. To the extent a response is needed, Boeing denies the allegations in paragraph 36.

22 37. The allegations in paragraph 37 state legal conclusions; therefore no response is  
23 given. To the extent a response is needed, Boeing denies the allegations in paragraph 37.

24 38. The allegations in paragraph 38 state legal conclusions; therefore no response is  
25 given. To the extent a response is needed, Boeing denies the allegations in paragraph 38.

26 39. The allegations in paragraph 39 state legal conclusions; therefore no response is  
27 given. To the extent a response is needed, Boeing denies the allegations in paragraph 39.  
28

40. The allegations in paragraph 40 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 40.

41. The allegations in paragraph 41 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 41.

42. The allegations in paragraph 42 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 42.

43. The allegations in paragraph 43 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 43.

44. The allegations in paragraph 44 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 44.

45. The allegations in paragraph 45 state legal conclusions; therefore no response is given. To the extent a response is needed, Boeing denies the allegations in paragraph 45.

46. Paragraph 46 contains plaintiffs' prayer for relief; therefore no response is given. To the extent paragraph 46 is deemed to contain allegations, Boeing denies that plaintiffs are entitled to any relief from it.

**FIRST CAUSE OF ACTION**  
**(Wrongful Death)**

47. Answering the allegations in paragraph 47, Boeing incorporates its previous responses as though fully set forth herein.

48. The allegations in paragraph 48 state legal conclusions; therefore no response is required. To the extent a response is required, Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 48, and therefore denies them.

49. The allegations in paragraph 49 state legal conclusions; therefore no response is required. To the extent a response is required, Boeing lacks knowledge or sufficient information to form a belief as to the truth of the allegations in paragraph 49, and therefore denies them.

50. The allegations in paragraph 50 state legal conclusions; therefore no response is required. To the extent a response is required, Boeing denies the allegations in paragraph 50.

1           51. The allegations in paragraph 51 state legal conclusions; therefore no response is  
2 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
3 to form a belief as to the truth of the allegations in paragraph 51, and therefore denies them.

4           52. The allegations in paragraph 52 state legal conclusions; therefore no response is  
5 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
6 to form a belief as to the truth of the allegations in paragraph 52, and therefore denies them.

7           53. The allegations in paragraph 53 state legal conclusions; therefore no response is  
8 required. To the extent a response is required, Boeing denies the allegations in paragraph 53.

9           54. The allegations in paragraph 54 state legal conclusions; therefore no response is  
10 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
11 to form a belief as to the truth of the allegations in paragraph 54, and therefore denies them.

12           55. The allegations in paragraph 55 state legal conclusions; therefore no response is  
13 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
14 to form a belief as to the truth of the allegations in paragraph 55, and therefore denies them.

15           56. The allegations in paragraph 56 state legal conclusions; therefore no response is  
16 required. To the extent a response is required, Boeing denies the allegations in paragraph 56.

17           57. The allegations in paragraph 57 state legal conclusions; therefore no response is  
18 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
19 to form a belief as to the truth of the allegations in paragraph 57, and therefore denies them.

20           58. The allegations in paragraph 58 state legal conclusions; therefore no response is  
21 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
22 to form a belief as to the truth of the allegations in paragraph 58, and therefore denies them.

23           59. The allegations in paragraph 59 state legal conclusions; therefore no response is  
24 required. To the extent a response is required, Boeing denies the allegations in paragraph 59.

25                           **SECOND CAUSE OF ACTION**  
26                           **(Strict Product Liability)**

27           60. Answering the allegations in paragraph 60, Boeing incorporates its previous  
28 responses as though fully set forth herein.

1           61. To the extent the allegations in paragraph 61 are directed toward other defendants,  
2 no response is required. To the extent the allegations in paragraph 61 are directed toward Boeing,  
3 Boeing admits that, except for those parts of the Subject Helicopter that were designed,  
4 manufactured, assembled, tested, sold, marketed, and distributed by others, and except for the  
5 parts of the helicopter that were subsequently installed, removed, exchanged, altered, modified,  
6 retrofitted, overhauled, or remanufactured by others, it designed, manufactured, assembled,  
7 tested, sold, marketed, and distributed the Subject Helicopter, as well as other Chinook MH-47E  
8 helicopters to the United States Army, all in accordance with applicable government  
9 specifications. Boeing denies that the Chinook MH-47E helicopters are sold to members of the  
10 general public.

11           62. Boeing denies the allegations in paragraph 62.

12           63. Boeing denies the allegations in paragraph 63.

13           64. To the extent the allegations in paragraph 64 are directed toward other defendants,  
14 no response is required. To the extent the allegations in paragraph 64 are directed toward Boeing,  
15 Boeing denies the allegations in paragraph 64.

16           65. To the extent the allegations in paragraph 65 are directed toward other defendants,  
17 no response is required. To the extent the allegations in paragraph 65 are directed toward Boeing,  
18 Boeing denies the allegations in paragraph 65.

19           66. To the extent the allegations in paragraph 66 are directed toward other defendants,  
20 no response is required. To the extent the allegations in paragraph 66 are directed toward Boeing,  
21 Boeing denies the allegations in paragraph 66.

22           67. To the extent the allegations in paragraph 67 are directed toward other defendants,  
23 no response is required. To the extent the allegations in paragraph 67 are directed toward Boeing,  
24 Boeing denies the allegations in paragraph 67.

25           68. To the extent the allegations in paragraph 68 are directed toward other defendants,  
26 no response is required. To the extent the allegations in paragraph 68 are directed toward Boeing,  
27 Boeing admits that, except for those parts of the Subject Helicopter that were designed,  
28 constructed, assembled, manufactured, inspected, tested, and sold by others, and except for the

1 parts of the helicopter that were subsequently installed, removed, exchanged, altered, modified,  
2 retrofitted, overhauled, or remanufactured by others, it designed, constructed, assembled,  
3 manufactured, inspected, tested, and sold the Subject Helicopter in accordance with applicable  
4 government specifications. Boeing also admits that it sold the Subject Helicopter to the United  
5 States Army, but not its engines or FADEC. Except as expressly admitted or otherwise answered,  
6 Boeing denies the allegations in paragraph 68.

7 69. To the extent the allegations in paragraph 69 are directed toward other defendants,  
8 no response is required. To the extent the allegations in paragraph 69 are directed toward Boeing,  
9 Boeing denies the allegations in paragraph 69.

10 70. To the extent the allegations in paragraph 70 are directed toward other defendants,  
11 no response is required. To the extent the allegations in paragraph 70 are directed toward Boeing,  
12 Boeing denies the allegations in paragraph 70.

13 71. To the extent the allegations in paragraph 71 are directed toward other defendants,  
14 no response is required. To the extent the allegations in paragraph 71 are directed toward Boeing,  
15 Boeing denies the allegations in paragraph 71.

16 72. To the extent the allegations in paragraph 72 are directed toward other defendants,  
17 no response is required. To the extent the allegations in paragraph 72 are directed toward Boeing,  
18 Boeing denies the allegations in paragraph 72.

19 **THIRD CAUSE OF ACTION**  
20 **(Negligence)**

21 73. Answering the allegations in paragraph 73, Boeing incorporates its previous  
22 responses as though fully set forth herein.

23 74. To the extent the allegations in paragraph 74 are directed toward other defendants,  
24 no response is required. To the extent the allegations in paragraph 74 are directed toward Boeing,  
25 Boeing admits that, except for those parts of the Subject Helicopter that were designed, tested,  
26 developed, manufactured, fabricated, assembled, distributed, sold, and inspected by others, and  
27 except for the parts of the helicopter that were subsequently installed, removed, exchanged,  
28 altered, modified, retrofitted, overhauled, or remanufactured by others, it designed, tested,



1 developed, manufactured, fabricated, assembled, distributed, sold, and inspected the Subject  
2 Helicopter in accordance with applicable government specifications. Except as expressly  
3 admitted or otherwise answered, Boeing denies the allegations in paragraph 74.

4 75. To the extent the allegations in paragraph 75 are directed toward other defendants,  
5 no response is required. To the extent the allegations in paragraph 75 are directed toward Boeing,  
6 Boeing denies the allegations in paragraph 75.

7 76. Boeing denies the allegations in paragraph 76.

8 77. To the extent the allegations in paragraph 77 are directed toward other defendants,  
9 no response is required. To the extent the allegations in paragraph 77 are directed toward Boeing,  
10 Boeing denies the allegations in paragraph 77.

11 78. To the extent the allegations in paragraph 78 are directed toward other defendants,  
12 no response is required. To the extent the allegations in paragraph 78 are directed toward Boeing,  
13 Boeing denies the allegations in paragraph 78.

14 79. To the extent the allegations in paragraph 79 are directed toward other defendants,  
15 no response is required. To the extent the allegations in paragraph 79 are directed toward Boeing,  
16 Boeing denies the allegations in paragraph 79.

17 80. To the extent the allegations in paragraph 80 are directed toward other defendants,  
18 no response is required. To the extent the allegations in paragraph 80 are directed toward Boeing,  
19 Boeing denies the allegations in paragraph 80.

20 81. To the extent the allegations in paragraph 81 are directed toward other defendants,  
21 no response is required. To the extent the allegations in paragraph 81 are directed toward Boeing,  
22 Boeing denies the allegations in paragraph 81.

23 82. To the extent the allegations in paragraph 82 are directed toward other defendants,  
24 no response is required. To the extent the allegations in paragraph 82 are directed toward Boeing,  
25 Boeing denies the allegations in paragraph 82.

26 83. To the extent the allegations in paragraph 83 are directed toward other defendants,  
27 no response is required. To the extent the allegations in paragraph 83 are directed toward Boeing,  
28 Boeing denies the allegations in paragraph 83.

1           84. To the extent the allegations in paragraph 84 are directed toward other defendants,  
2 no response is required. To the extent the allegations in paragraph 84 are directed toward Boeing,  
3 Boeing denies the allegations in paragraph 84.

4           85. To the extent the allegations in paragraph 85 are directed toward other defendants,  
5 no response is required. To the extent the allegations in paragraph 85 are directed toward Boeing,  
6 Boeing denies the allegations in paragraph 85.

7  
8                                   **FOURTH CAUSE OF ACTION**  
9                                   **(Breach of Warranties)**

10           86. Answering the allegations in paragraph 86, Boeing incorporates its previous  
11 responses as though fully set forth herein.

12           87. The allegations in paragraph 87 are directed toward other defendants and/or state  
13 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
14 denies the allegations in paragraph 87.

15           88. The allegations in paragraph 88 are directed toward other defendants and/or state  
16 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
17 lacks knowledge or sufficient information to form a belief as to the truth of the allegations in  
18 paragraph 88, and therefore denies them. To the extent a response is required, Boeing admits that  
19 it designed, manufactured, assembled, tested, and sold the Subject Helicopter, except for those  
20 parts of the Subject Helicopter that were designed, manufactured, assembled, tested, and sold by  
21 others, and except for the parts of the helicopter that were subsequently installed, removed,  
22 exchanged, altered, modified, retrofitted, overhauled, or remanufactured by others in accordance  
23 with applicable government specifications. Except as expressly admitted or otherwise answered,  
24 Boeing denies the allegations in paragraph 88.

25           89. The allegations in paragraph 89 are directed toward other defendants and/or state  
26 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
27 denies the allegations in paragraph 89.

28           90. The allegations in paragraph 90 state legal conclusions; therefore, no response is  
required. To the extent a response is required, Boeing denies the allegations in paragraph 90.



1           91.     The allegations in paragraph 91 are directed toward other defendants and/or state  
2 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
3 denies the allegations in paragraph 91.

4           92.     The allegations in paragraph 92 are directed toward other defendants and/or state  
5 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
6 denies the allegations in paragraph 92.

7           93.     The allegations in paragraph 93 are directed toward other defendants and/or state  
8 legal conclusions; therefore, no response is required. To the extent a response is required, Boeing  
9 denies the allegations in paragraph 93.

10          94.     To the extent the allegations in paragraph 94 are directed toward other defendants,  
11 no response is required. To the extent the allegations are directed toward Boeing, Boeing denies  
12 the allegations in paragraph 94.

13          95.     To the extent the allegations in paragraph 95 are directed toward other defendants,  
14 no response is required. To the extent the allegations are directed toward Boeing, Boeing denies  
15 the allegations in paragraph 95.

16          96.     To the extent the allegations in paragraph 96 are directed toward other defendants,  
17 no response is required. To the extent the allegations are directed toward Boeing, Boeing denies  
18 the allegations in paragraph 96.

19                                   **FIFTH CAUSE OF ACTION**  
20                                   **(Loss of Consortium)**

21          97.     Answering the allegations in paragraph 97, Boeing incorporates its previous  
22 responses as though fully set forth herein.

23          98.     The allegations in paragraph 98 state legal conclusions; therefore no response is  
24 required. To the extent a response is required, Boeing lacks knowledge or sufficient information  
25 to form a belief as to the truth of the allegations in paragraph 98, and therefore denies them.

26          99.     Boeing denies the allegations in paragraph 99.  
27  
28

**AFFIRMATIVE AND ADDITIONAL DEFENSES**

1. The Complaint, and each purported cause of action therein, fails to state a claim against Boeing upon which relief can be granted.

2. Plaintiffs may lack the capacity and/or standing to bring this action.

3. Plaintiffs may have failed to join necessary and indispensable parties.

4. Plaintiffs are barred from recovery against Boeing because any alleged act or failure to act by Boeing was not a direct, substantial, proximate, or contributory cause of any alleged damages suffered or claimed by plaintiffs.

5. Plaintiffs' damages, if any, were directly and proximately caused, or contributed to, by plaintiffs, plaintiffs' employers, and/or plaintiffs' co-employee(s)' acts and/or omissions, or the acts and/or omissions of individuals, firms, or other corporations or entities in privity with plaintiffs, plaintiffs' employers, and/or plaintiffs' co-employee(s), and plaintiffs' recovery, if any, should therefore be barred or diminished in accordance with applicable law.

6. The accident and plaintiffs' claimed damages, if any, were proximately caused by the acts or omissions of others over whom Boeing has or had no control or right of control, and/or said acts or omissions were a superseding and sole, direct, and proximate cause of the accident and plaintiffs' alleged damages, if any. Plaintiffs' recovery, if any, should therefore be barred or diminished in accordance with applicable law.

7. Plaintiffs' claims and damages are barred or should be reduced by the comparative or contributory negligence or responsibility of plaintiffs' decedent(s) and/or by the fault of other persons or entities.

8. Plaintiffs' damages, if any, may have been directly and proximately caused by the misuse of the Subject Helicopter, which was not foreseeable to Boeing. Said misuse would bar recovery against Boeing.

9. The Complaint, and each purported cause of action therein, may be barred, in whole or in part, by plaintiffs' decedent(s) conduct in voluntarily and knowingly assuming an unreasonable risk of injury and/or damage.

1           10.     The Complaint, and each purported cause of action therein, may be barred, in  
2 whole or in part, by the applicable statutes of limitation and/or repose.

3           11.     Persons over whom Boeing had no control or right of control, without Boeing's  
4 knowledge and/or approval, may have redesigned, modified, altered and/or used the Subject  
5 Helicopter contrary to instructions and the customs and practice of the industry which  
6 substantially changed its character. Any defect in the Subject Helicopter resulted solely from the  
7 redesign, modification, alteration, treatment or other changes therein and not from any act or  
8 omission by Boeing. Any such defect was created by persons or parties over whom Boeing had  
9 no control or right of control and was the sole and proximate cause of the damages, if any,  
10 allegedly suffered.

11           12.     The design of the Subject Helicopter and each component thereof that was  
12 installed at the time of delivery was consistent with the "state of the art" at the time of its design  
13 and manufacture.

14           13.     The benefits of the design of the Subject Helicopter and each component thereof  
15 outweighed any risk associated with said product, if any risk actually existed, which Boeing  
16 specifically denies.

17           14.     The Complaint, and each purported cause of action therein, is barred, in whole or  
18 in part, because the Subject Helicopter and all of its components were designed and manufactured  
19 in conformity with mandatory government specifications provided or approved by the United  
20 States Government.

21           15.     The Complaint, and each purported cause of action therein, is barred, in whole or  
22 in part, by the Government Contractor Defense, as set forth in *Boyle v. United Technologies*  
23 *Corp.*, 487 U.S. 500 (1988), and other applicable law.

24           16.     The Complaint, and each purported cause of action therein, may be barred, in  
25 whole or in part, if the government invokes the State Secrets Privilege to preclude production of  
26 information necessary to Boeing's defense or to Plaintiffs' prima facie case.

27           17.     The Complaint, and each purported cause of action therein, should be dismissed  
28 because the case presents a non-justiciable political question.

1 18. Plaintiffs' claims may be barred by the doctrine of federal preemption.

2 19. Boeing made no express or implied representations or warranties of any kind to  
3 plaintiffs. To the extent that any representations or warranties were made to plaintiffs, they were  
4 made by persons or entities other than Boeing over whom Boeing has or had no control or right of  
5 control, were not authorized by Boeing, and, accordingly, are not binding upon Boeing.

6 20. Plaintiffs' warranty claims, in whole or in part, may be barred for lack of privity.

7 21. Plaintiffs' right of recovery, if any, may be limited or precluded by the warranty  
8 provisions in Boeing's contract of sale for the Subject Helicopter.

9 22. Plaintiffs' claims may be barred by or limited by all applicable defenses afforded  
10 under California law.

11 23. Plaintiffs' action may be governed, in whole or in part, by the laws of jurisdictions  
12 other than California, including the laws of other states or of foreign countries.

13 24. An award or judgment rendered in favor of plaintiffs must be reduced by the  
14 amount of benefits plaintiffs have received, or are entitled to receive, from any source.

15 25. Plaintiffs' punitive damages claims, if any, are barred or limited by provisions of  
16 the United States Constitution, state constitutions, or other applicable law including, without  
17 limitation, proscriptions against double jeopardy and excessive fines and provisions assuring due  
18 process of law and equal protection of the laws.

19 26. Plaintiffs may have failed to mitigate damages, if any, and may have failed to  
20 protect themselves from avoidable consequences.

21 27. Boeing incorporates by reference any additional defenses asserted by other  
22 defendants to the extent such defenses are applicable to plaintiffs' claims against Boeing.

23 28. Boeing reserves the right to add additional defenses that it deems necessary to its  
24 defense during or upon the conclusion of investigation or discovery.

25 **JURY DEMAND**

26 Boeing demands a trial by at least six jurors on all issues so triable.

27 WHEREFORE, Defendant The Boeing Company prays for judgment as follows, and that:

28 1. Plaintiffs take nothing from Boeing by virtue of the unverified Complaint;

1                    2.     Boeing be awarded its costs of suit herein; and

2           3.       Boeing be granted such other and further relief as the Court may deem just and  
3       proper.

4 | Date: December 18, 2007

PERKINS COIE LLP

By: /s/  
Chung H. Han  
Attorneys for Defendant  
The Boeing Company

9 01038-5259/LEGAL13691808.2

# **Exhibit D**

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DEBORAH GETZ, et al.,  
Plaintiffs,

v.

THE BOEING COMPANY, a corporation;  
HONEYWELL INTERNATIONAL, INC., a  
corporation; GOODRICH CORPORATION, a  
corporation; BF GOODRICH AEROSPACE;  
CHANDLER EVANS CONTROL SYSTEMS;  
GENERAL ELECTRIC and DOES 1 through  
200, inclusive,

Defendants.

Case No.

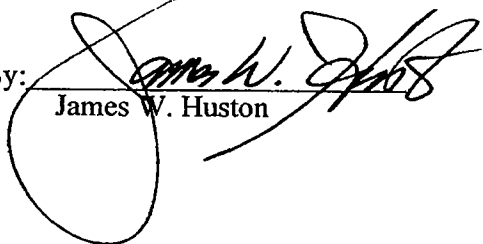
**DEFENDANT HONEYWELL INTERNATIONAL INC.'S NOTICE OF CONSENT  
TO AND JOINDER IN THE BOEING COMPANY'S NOTICE OF REMOVAL**

Defendant Honeywell International Inc. hereby consents to and joins in the Notice of Removal filed by The Boeing Company removing the state court action entitled DEBORAH GETZ, et al. v. THE BOEING COMPANY, et al., Case No. CGC07-467912, filed in the Superior Court of California, County of San Francisco, to the Northern District of California, San Francisco Division.

Dated: December 18, 2007

HONEYWELL INTERNATIONAL INC.

By:

  
James W. Huston

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DEBORAH GETZ, et al.,  
Plaintiffs,

v.

THE BOEING COMPANY, a corporation;  
HONEYWELL INTERNATIONAL, INC., a  
corporation; GOODRICH CORPORATION, a  
corporation; BF GOODRICH AEROSPACE;  
CHANDLER EVANS CONTROL SYSTEMS;  
GENERAL ELECTRIC and DOES 1 through  
200, inclusive,

Defendants.

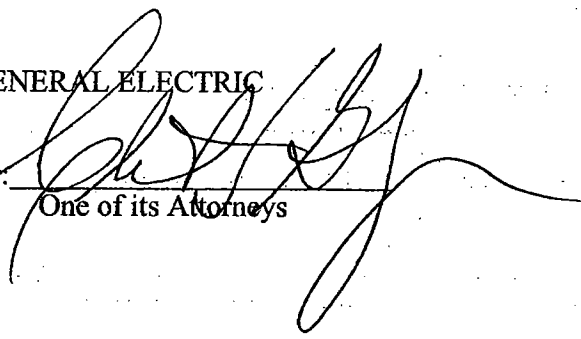
Case No.

**DEFENDANT GENERAL ELECTRIC'S NOTICE OF CONSENT TO AND  
JOINDER IN THE BOEING COMPANY'S NOTICE OF REMOVAL**

Defendant General Electric hereby consents to and joins in the Notice of Removal filed  
by The Boeing Company removing the state court action entitled DEBORAH GETZ, et al. v.  
THE BOEING COMPANY, et al., Case No. CGC07-467912, filed in the Superior Court of  
California, County of San Francisco, to the Northern District of California, San Francisco  
Division.

Dated: December 17, 2007.

GENERAL ELECTRIC

By:   
One of its Attorneys



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

DEBORAH GETZ, et al.,  
Plaintiffs,

Case No.

v.

THE BOEING COMPANY, a corporation;  
HONEYWELL INTERNATIONAL, INC., a  
corporation; GOODRICH CORPORATION, a  
corporation; BF GOODRICH AEROSPACE;  
CHANDLER EVANS CONTROL SYSTEMS;  
GENERAL ELECTRIC and DOES 1 through  
200, inclusive,

Defendants.

**DEFENDANT GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC.'S  
(erroneously sued as Goodrich Corporation and BF Goodrich Aerospace) NOTICE OF  
CONSENT TO AND JOINDER IN THE BOEING COMPANY'S NOTICE OF  
REMOVAL**

Defendant Goodrich Pump and Engine Control Systems, Inc. (erroneously sued as Goodrich Corporation and BF Goodrich Aerospace) hereby consents to and joins in the Notice of Removal filed by The Boeing Company removing the state court action entitled DEBORAH GETZ, et al. v. THE BOEING COMPANY, et al., Case No. CGC07-467912, filed in the Superior Court of California, County of San Francisco, to the Northern District of California, San Francisco Division.

Dated: December 10, 2007

MENDES & MOUNT, LLP

By: 

Garth W. Aubert  
Counsel for Defendant  
GOODRICH PUMP AND ENGINE  
CONTROL SYSTEMS, INC.

# **Exhibit E**

1 THE BRANDI LAW FIRM  
2 THOMAS J. BRANDI #53208  
3 DANIEL DELL'OSSO #118203  
4 CASEY A. KAUFMAN #232257  
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6 44 Montgomery Street, Suite 1050  
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9 JAMES R. DONAHUE, #105106  
10 CAULFIELD DAVIES & DONAHUE  
11 80 Iron Point Circle, # 105  
12 Folsom, CA 95630  
13 Telephone: (916) 817-2900 Facsimile: (916) 817-2644

14 Attorneys for Plaintiffs

15 COURT OF UNLIMITED JURISDICTION OF THE STATE OF CALIFORNIA

16 COUNTY OF SAN FRANCISCO

17 DEBORAH GETZ, individually and as a ) NO. CGC 07 467912  
18 surviving heir of decedent KRISTOFER D. S. )  
19 THOMAS; RODNEY THOMAS, individually ) AMENDMENT TO COMPLAINT  
20 and as a surviving heir of decedent, ) CCP §474  
21 KRISTOFER D. S THOMAS; MARY )  
22 DUFFMAN, individually and as a surviving )  
23 heir of decedent, SCOTT E. DUFFMAN; )  
24 SOPHIA DUFFMAN, a minor, individually )  
25 and as a surviving heir of decedent SCOTT E. )  
26 DUFFMAN, by and through her Guardian ad )  
27 Litem, MARY DUFFMAN; CHRISTINE )  
28 VAUGHN, individually and as a surviving )  
heir of decedent, TRAVIS R. VAUGHN; ) Complaint filed October 5, 2007  
BRAD VAUGHN, individually and as a )  
surviving heir of decedent, TRAVIS R. )  
VAUGHN; JILL GARBS, individually and as )  
a surviving heir of decedent RYAN GARBS; )  
DOUG GARBS, individually and as a )  
surviving heir of decedent, RYAN GARBS; )  
JORDAN LANHAM; JERRY GOLDSMITH; )  
RYANNE NOSS, individually and as spouse )  
of SCOT NOSS; TIMOTHY BRAUCH; )  
CHRIS TRISKO, MARK DANIEL )  
HOUGHTON, )

Plaintiffs,

vs.

**FILED**  
San Francisco County Superior Court

DEC - 4 2007

GORDON PAKHILI, Clerk


BY: Chia Rist  
Deputy Clerk

THE BOEING COMPANY, a corporation;  
 HONEYWELL INTERNATIONAL, INC., a  
 corporation; GOODRICH CORPORATION, a  
 corporation; BF GOODRICH AEROSPACE;  
 CHANDLER EVANS CONTROL  
 SYSTEMS; GENERAL ELECTRIC and  
 DOES 1 through 200, inclusive,  
 Defendants.

Upon filing the complaint herein, plaintiffs being ignorant of the true name of a defendant designated them by a fictitious name, Doe 1, having discovered the true name of said defendant to be CHANDLER EVANS INC., plaintiffs hereby amend their complaint by inserting said true name in place of the fictitiously named Doe 1, wherever it appears in said complaint.

Dated: December 3, 2007

THE BRANDI LAW FIRM

By:   
 DANIEL DELL'OSSO  
 Attorney for Plaintiffs

1 Garth W. Aubert Bar No. 162877  
2 Mark R. Irvine, Bar No. 137294  
3 Mendes & Mount, LLP  
4 445 South Figueroa Street, 38<sup>th</sup> Floor  
5 Los Angeles, CA 90071  
6 (213) 955-7700  
7 (213) 955-7725 Fax

8 Attorneys for Defendant  
9 Goodrich Pump and Engine Control Systems, Inc.  
10 (erroneously sued as Goodrich Corporation and  
11 BF Goodrich Aerospace)

12 **SUPERIOR COURT OF CALIFORNIA**  
13 **COUNTY OF SAN FRANCISCO**

14 DEBORAH GETZ, et al.

15 Plaintiffs,

16 vs.

17 THE BOEING COMPANY, et al.

18 Defendants.

No. CGC-07-467912

ANSWER OF DEFENDANT  
GOODRICH PUMP AND ENGINE  
CONTROL SYSTEMS, INC. TO  
COMPLAINT

19 Defendant Goodrich Pump and Engine Control Systems, Inc., erroneously  
20 sued as Goodrich Corporation and BF Goodrich Aerospace, answers the complaint  
21 of Plaintiffs in this action as follows:

22 Pursuant to California Code of Civil Procedure section 431.30, subdivision  
23 (d), Defendant generally denies each and every allegation of Plaintiffs' complaint  
24 and further denies that Plaintiffs are entitled to any relief as a result of any act,  
25 conduct, or omission of Defendant.

26 Defendant states the following as separate affirmative defenses to Plaintiffs'  
27 complaint:  
28

Answer to Deborah Getz et al. Complaint

1                                   **FIRST AFFIRMATIVE DEFENSE**

2           1.     The complaint, including each cause of action therein, fails to state a  
3 claim upon which relief can be granted.

4                                   **SECOND AFFIRMATIVE DEFENSE**

5           2.     The complaint, and each purported cause of action therein, may be  
6 barred, in whole or in part, by the applicable statutes of limitation and/or repose,  
7 including but not limited to, the limitation period contained in *California Code of*  
8 *Civil Procedure* section 337.1 and *Connecticut General Statute* section 52-577a(e).

9                                   **THIRD AFFIRMATIVE DEFENSE**

10          3.     Venue is improper in this Court.

11                                  **FOURTH AFFIRMATIVE DEFENSE**

12          4.     Plaintiffs' damages, if any, were caused or contributed to by the acts  
13 and/or omissions of Plaintiffs or their Decedents, or by others over whom  
14 Defendant has or had no control or right to control, including Plaintiffs' or their  
15 Decedents' employer, co-employees, or other individuals or entities in privity with  
16 them, thus barring or diminishing Plaintiffs' recovery.

17                                  **FIFTH AFFIRMATIVE DEFENSE**

18          5.     Plaintiffs' damages, if any, were directly and proximately caused, or  
19 contributed to, by the acts and/or omissions of other individuals or entities over  
20 whom Defendant has or had no control or right of control, and for whom  
21 Defendant is not responsible. Said acts and/or omissions intervened between the  
22 acts and/or omissions of Defendant, if any, and were the sole, direct and proximate  
23 cause of Plaintiffs' damages, if any. Plaintiffs' recovery, if any, should therefore  
24 be barred or diminished in accordance with applicable law.

25                                  **SIXTH AFFIRMATIVE DEFENSE**

26          6.     Defendant places in issue the negligence, fault and responsibility, if  
27 any, of all persons who contributed in any degree to the damages and/or losses  
28 alleged to have been sustained by Plaintiffs, in proportion to each person's

1 negligence, fault, or responsibility. Judgment, if any, against Defendant should be  
2 diminished to an amount that represents its degree of negligence, fault or  
3 responsibility, if any.

4 **SEVENTH AFFIRMATIVE DEFENSE**

5 7. The Complaint, and each purported cause of action therein, is barred,  
6 in whole or in part, by Plaintiffs' and/or Plaintiffs' employer's failure to mitigate  
7 damages, if any.

8 **EIGHTH AFFIRMATIVE DEFENSE**

9 8. The Complaint, and each purported cause of action therein, may be  
10 barred, in whole or in part, by the doctrine of waiver.

11 **NINTH AFFIRMATIVE DEFENSE**

12 9. The Complaint, and each purported cause of action therein, may be  
13 barred, in whole or in part, by the doctrine of estoppel.

14 **TENTH AFFIRMATIVE DEFENSE**

15 10. The Complaint, and each purported cause of action therein, may be  
16 barred, in whole or in part, by the doctrine laches.

17 **ELEVENTH AFFIRMATIVE DEFENSE**

18 11. The Complaint, and each purported cause of action therein, may be  
19 barred, in whole or in part, by the doctrine of unclean hands.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 12. Any award of judgment entered in favor of Plaintiffs must be reduced  
22 by the amount of any benefits received from others.

23 **THIRTEENTH AFFIRMATIVE DEFENSE**

24 13. Plaintiffs' damages, if any, were directly and proximately caused by  
25 the misuse of the product, which was not foreseeable by Defendant. Said misuse  
26 bars recovery against Defendant.

27 ///

28 ///

1                   **FOURTEENTH AFFIRMATIVE DEFENSE**

2           14. Plaintiffs and/or their Decedents, their employer, co-employee[s]  
3 and/or other persons over whom Defendant has or had no control or right of  
4 control, without Defendant's knowledge and/or approval, may have redesigned,  
5 modified, altered and/or used the product contrary to instructions and the customs  
6 and practice of the industry which substantially changed its character. Defendant  
7 further alleges that if there was a defect in the product, which is specifically  
8 denied, such defect resulted solely from the redesign, modification, alteration,  
9 treatment or other changes therein and not from any act or omission by Defendant.  
10 Therefore, said defect, if any, was created by Plaintiffs and/or their Decedents,  
11 their employer, co-employee[s] and/or other persons or parties over whom  
12 Defendant has or had no control or right of control, as the case may be, and was the  
13 sole and proximate cause of the damages, if any, allegedly suffered.

14                   **FIFTEENTH AFFIRMATIVE DEFENSE**

15           15. The design of the subject product or components was consistent with  
16 the "state of the art" at the time of its design and manufacture.

17                   **SIXTEENTH AFFIRMATIVE DEFENSE**

18           16. The benefits of the design of the subject product or components  
19 outweighed the inherent risks, if any.

20                   **SEVENTEENTH AFFIRMATIVE DEFENSE**

21           17. Any claim for breach of warranty may be barred by the expiration of  
22 any such warranty given.

23                   **EIGHTEENTH AFFIRMATIVE DEFENSE**

24           18. Plaintiffs' recovery upon any theory of warranty is barred since  
25 Plaintiffs or their Decedents were not in privity of contract with Defendant and did  
26 not rely upon any warranty given by Defendant.

27 ///

28 ///



1                   **NINETEENTH AFFIRMATIVE DEFENSE**

2           19.    If there were any defects in the product as alleged by Plaintiffs, which  
3 defect or defects Defendant specifically denies, Plaintiff knew or should have  
4 known that the product was defective and that Plaintiffs' or their Decedents' use of  
5 the product would expose them to the risk of the injuries and damages alleged.

6                   **TWENTIETH AFFIRMATIVE DEFENSE**

7           20.    The Complaint, and each purported cause of action therein, may be  
8 barred, in whole or in part, by Plaintiffs and/or their Decedents' conduct in  
9 voluntarily and knowingly assuming an unreasonable risk of injury and/or damage.

10                   **TWENTY-FIRST AFFIRMATIVE DEFENSE**

11           21.    Plaintiffs waived whatever rights they might otherwise have had in  
12 that Plaintiffs failed to notify Defendant of any alleged breach of warranty, express  
13 or implied, and/or of alleged defects in any product manufactured or marketed by  
14 Defendant within a reasonable time after Plaintiff discovered and/or should have  
15 discovered any defect or nonconformity, if any existed, thereby prejudicing  
16 Defendant from being able to fully investigate and defend the allegations contained  
17 in the unverified Complaint.

18                   **TWENTY-SECOND AFFIRMATIVE DEFENSE**

19           22.    The Fair Responsibility Act of 1986, codified at California Civil Code  
20 Section 1431.1 *et seq.*, limits any damages governed thereby which are awarded to  
21 Plaintiffs and against Defendant to that portion of Plaintiffs' non-economic  
22 damages, if any, that are attributable to Defendant's percentage of fault or liability,  
23 if any.

24                   **TWENTY-THIRD AFFIRMATIVE DEFENSE**

25           23.    The Complaint, and each purported cause of action therein, should be  
26 dismissed on the ground that Plaintiffs have failed to join necessary and  
27 indispensable parties.

28    ///

1                   **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

2           24.    The Complaint, and each purported cause of action therein, is barred,  
3 in whole or in part, because the subject product and components were designed and  
4 manufactured in conformity with specifications provided or approved by the  
5 United States Government.

6                   **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

7           25.    The Complaint, and each purported cause of action therein, is barred,  
8 in whole or in part, by the government contractor defense, as set forth in *Boyle v.*  
9 *United Technologies Corp.*, 487 U.S. 500 (1988), and other applicable law.

10                  **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

11           26.    Plaintiffs' claims for punitive damages, if any, are barred or limited  
12 by provisions of the United States Constitution and by state constitutional and  
13 statutory provisions, including without limitation, proscriptions against double  
14 jeopardy and excessive fines, and provisions assuring due process and equal  
15 protection under the laws.

16                  **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

17           27.    The Complaint, and each purported cause of action therein, may be  
18 barred, in whole or in part, if the government invokes the state secrets privilege to  
19 preclude production of information necessary to the Defendant's defense or to  
20 Plaintiffs' prima facie case.

21                  **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

22           28.    The Complaint, and each purported cause of action therein, fails to  
23 present a justiciable controversy.

24                  **TWENTY-NINTH AFFIRMATIVE DEFENSE**

25           29.    Plaintiffs' claims are barred or preempted in whole or in part by  
26 federal law, statutes and regulations.

27    ///

28    ///

1                   **THIRTIETH AFFIRMATIVE DEFENSE**

2           30. Any design defects or warning defects in products sold by Defendant,  
3 which defects Defendant denies, are due to plans, specifications, or directions  
4 provided to Defendant by other persons, and those plans, specifications, or  
5 directions were not so obviously defective or dangerous that no reasonable person  
6 would follow them.

7                   **THIRTY-FIRST AFFIRMATIVE DEFENSE**

8           31. The product(s) for which Defendant is allegedly responsible, were  
9 intended for and sold to a knowledgeable and sophisticated user over whom  
10 Defendant has or had no control and who was fully informed as to the risks and  
11 dangers, if any, associated with the product and the precautions necessary to avoid  
12 such risks and dangers. Accordingly, Defendant did not owe a duty to warn  
13 Plaintiffs of the alleged risks or dangers, if any, associated with the product(s).

14                   **THIRTY-SECOND AFFIRMATIVE DEFENSE**

15           32. The court lacks personal jurisdiction over Defendant.

16                   **THIRTY-THIRD AFFIRMATIVE DEFENSE**

17           33. Plaintiffs lack standing to pursue the claims in this lawsuit.

18                   **THIRTY-FOURTH AFFIRMATIVE DEFENSE**

19           34. Plaintiffs lack capacity to pursue the claims in this lawsuit.

20                   **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

21           35. The subject product(s) sold by Defendant fully complied with all  
22 applicable government laws and regulations, and industrial standards at the time  
23 the product(s) left Defendant's control.

24                   **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

25           35. Plaintiffs' claims are barred in whole or in part by the Political  
26 Question Doctrine.

27 ///

28 ///

**THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

37. This is an inconvenient forum and this action should be dismissed based upon the doctrine of *forum non conveniens*.

**THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

38. Defendant reserves the right to add those additional defenses which it deems necessary to its defense during or upon the conclusion of investigation and discovery.

WHEREFORE, Defendant prays for judgment as follows:

1. Plaintiffs take nothing from Defendant by virtue of the unverified Complaint;
2. Defendant be awarded its costs of suit herein; and
3. Defendant be granted such other and further relief as the Court may deem just and proper.

Dated: December 10, 2007

MENDES & MOUNT, LLP

By: 

Garth W. Aubert  
Attorneys for Defendant  
Goodrich Pump and Engine Control  
Systems, Inc. (erroneously sued as  
Goodrich Corporation)

**PROOF OF SERVICE**

STATE OF CALIFORNIA ) **Getz v. Goodrich Pum and Engine**  
 ) ss. **San Francisco Sup.Ct, Case No. CGC-07-467912**  
 COUNTY OF LOS ANGELES ) **Our File No. 394,429**

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 445 S. Figueroa Street, Suite 3800, Los Angeles, California 90071.

On December 10, 2007, I served the document described as **Answer of Defendant Goodrich Pump and Engine Control Systems, Inc. to Complaint** on the interested parties in this action, as follows:

**SEE ATTACHED SERVICE LIST**

X (By U.S. Mail) By placing \_\_\_\_\_ the original / X a true copy thereof enclosed in a sealed envelope(s), with postage fully paid, addressed as per the attached service list, for collection and mailing at Mendes & Mount in Los Angeles, California following ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

\_\_\_\_ (By Facsimile) I transmitted from a facsimile transmission machine whose telephone number is (213) 955-7725 the above-entitled document(s) to the parties listed on the attached Service List and whose facsimile transmission machine telephone number is indicated. The above-described transmission was reported as complete without error by a transmission report issued by the facsimile transmission machine upon which the said transmission was made immediately following the transmission. A true and correct copy of the said transmission report is attached hereto and incorporated herein by this reference.

\_\_\_\_ (By LexisNexis File & Serve) I served the above-entitled document(s) on the interested parties in this action by submitting an electronic version of the document via LexisNexis File & Serve pursuant to the Court's Order as designated on the Transaction Receipt located on the LexisNexis File & Serve website, and the attached service list. This service complies with C.C.P. § 1010.6 and C.R.C. § 2060. A receipt of this transaction will be maintained with the original document(s) in our offices.

\_\_\_\_ (By Personal Service) By placing the above-entitled document(s) in a sealed envelope(s) and instructing First Legal Courier to personally deliver the envelope(s) to the offices at the addressees) set forth on the attached service list. The signed proof of service by the courier is attached.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **December 10, 2007**, at Los Angeles, California.

  
 Espie Lucero

**SERVICE LIST**

**Attorneys for Plaintiff**

Thomas J. Brandi

The Brandi Law Firm

44 Montgomery Street, #1050

San Francisco, CA 94104

415-989-1800

415-989-1801 (Fx)